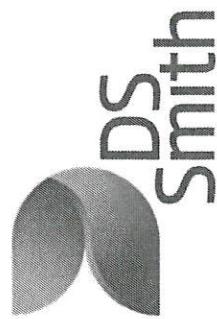


EXHIBIT A

Invoice To:
HEDWIN CORPORATION
 1600 ROLAND HEIGHTS AVE.,
 BALTIMORE
 MARYLAND 21211
 U.S.A.

Delivered To:
HEDWIN CORPORATION
 1700 W 41ST STREET
 BALTIMORE
 MARYLAND 21211
 USA

Worldwide Dispensers™



INVOICE

VAT: GB 521 8863 38

Transaction	Customer Order No.	Delivery Detail	Area	Sales Order No.	Despatch Note No.	Despatch Date	Account No.
INVOICE	140130	SDV	309	S36627	98782	19 Dec 2013	HED02

TERMS: FOB UK PORT
INCOTERMS 2010 APPLY TO THIS TRANSACTION

55 CARTONS GW 770 KG NW 715 KG VOLUME 4.303 M3

Customer VAT Registration Number - D00090704

Product Code	Description of Goods	Quantity	Desp Ref	Qty to Follow	Price Per	Units	Discounts	VAT Code	Nett Value
253404	8C/US/STD+38WSR/US 8mm CUBITAINER USA NATURAL + STANDARD SPIGOT + 38mmS/R USA FOR FOOD USE Your Stock Code: COM4401	60500.0000		659500.0000	0.3100	EACH	Z		18,755.00

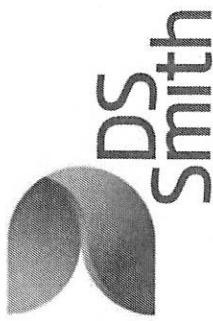
These goods are of EU origin, manufactured by us, certified true and correct.
www.worldwide-dispensers.com

Terms of Payment:
 Terms and Conditions of Trade: Please refer to our standard terms and conditions, copy attached.

Accredited to ISO 9001
 DS Smith Plastics Limited Registered in England and Wales No: 5267740 Registered Office: 350 Euston Road, London, NW1 3AX
 Page 1 of 2

Lee Road
Merton Park Estate
London SW19 3VW UK
Tel: +44 (0) 20 8545 7500
Fax: +44 (0) 20 8545 7502

**Worldwide
Dispensers™**



Invoice To:
HEDWIN CORPORATION
1600 ROLAND HEIGHTS AVE.,
BALTIMORE
MARYLAND 21211

U.S.A.

Delivered To:
HEDWIN CORPORATION
17100 W 41ST STREET
BALTIMORE
MARYLAND 21211

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www.worldwide-dispensers.com

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Terms and Conditions of Trade: Please refer to our standard terms and conditions, copy attached.

DS Smith Plastics Limited Registered in England and Wales No: 5267740 Registered Office: 350 Euston Road, London, NW1 3AX
Accredited to ISO 9001

WORLDWIDE DISPENSERS - STANDARD SALES CONDITIONS

1. INTRODUCTION

"We" are Worldwide Dispensers, a part of DS Smith Plastics Ltd and "you" are anyone to whom we are supplying goods. DS Smith Plastics Ltd is registered in England and Wales with company number 5267740 and our registered office is at 350 Euston Road, London, NW1 3AX.

We have provided an acknowledgement of our agreement to make that supply. That acknowledgement incorporates these supply conditions (except where they are specifically annexed in the acknowledgement) and:

- a specification of the goods and any incidental services; if not, our standard specification will apply
- the price agreed
- the delivery or collection details.

That is the whole of our agreement for this supply and supersedes any previous agreement we may have had in relation to it. No variation to the agreement is valid unless it is in writing and is signed by authorised representatives of both of us.

By placing an order with us, you are deemed to accept that these conditions shall apply to and govern any contract between us to the exclusion of all other terms and conditions (including any terms or conditions which you purport to apply under any purchase order, confirmation of order or other correspondence or documentation).

We are responsible for making the supply to you but we may arrange to do so through agents or subcontractors.

You must not assign the benefit of the agreement without our prior written consent, which will not be unreasonably withheld.

2. CANCELLATION AND VARIATION

You may cancel your order at any time before the supply is made. If you do, you are to pay us on demand a reasonable cancellation charge which takes into account all work we have done under the agreement, all costs we have incurred and any costs we are committed to pay, and our loss of profit.

If you ask us to vary your order and agree with us an appropriate variation to the price and to the time scale for delivery, we agree to make the supply in accordance with those variations. We may vary the price by an amount sufficient to cover any significant increase in the cost of materials or other costs we incur to fulfil your order. We may also substitute suitable alternative materials for any referred to in our acknowledgement which are not available or, if no suitable materials are available, advise you of the estimated delay in fulfilling your order. If we are unable to fulfil your order within a reasonable time due to materials being unavailable for reasons beyond our reasonable control, we may cancel the order with no further obligation to you.

3. PRICE

Unless otherwise stated you are to pay, in addition to the agreed price:

- applicable VAT and any other tax imposed on the supply
- the cost of packaging, carriage and insurance
- the cost of any artwork, origination and printing, stereos, specifically required and die cutting costs

4. PAYMENT

We will invoice you once the goods have been manufactured. You are to pay the invoice within 30 days without set-off or counterclaim. If you have a claim against us, you must notify us of it promptly and make all reasonable efforts to resolve the dispute amicably. We are not obliged to supply any goods or services to you while any payment is overdue on this or any other agreement we may have with you.

If any payment is late we may charge you interest at the rate of 3% above the base rate from time to time of the NatWest Bank on any overdue payment from the due date for payment until the date payment is made and charge you for all costs we incur in recovering the outstanding payment.

We may set off any sums owed by you to us against any sums owed by us to you.

5. WARRANTY AND DEFECTS

We warrant to you that the goods will, at the time of delivery and only for the next 6 months free from any material defect due to faulty materials and workmanship and that any services will be provided with reasonable skill and care so long as:

- you give us full details of any defect immediately it becomes apparent
- the goods have not, in our view, suffered excess wear and tear by improper or careless use or storage, excessive stressing, improper installation, or the like.

All implied warranties or conditions are excluded to the fullest extent permitted by law.

If you endorse on the delivery note that the goods are unexamined and within 3 days of delivery notify us in writing of any defects we may, after inspecting the goods (and we are satisfied that their condition has not deteriorated following delivery) at our discretion repair or replace the defective goods, or take them back and refund the price.

You undertake to indemnify and hold us harmless from and against all liabilities, losses, damages, costs, charges, expenses (including without limitation legal fees and expenses on a full indemnity basis), actions, proceedings, claims and demands incurred by or brought against us.

• arising directly or indirectly out of or in connection with any breach of any of your obligations under any contract or any wilful default or negligence on your part or on the part of any of your officers, employees or agents in relation to the goods; or resulting from our acting reasonably in accordance with your instructions (including, without limitation, any claim from a third party that we have infringed any intellectual property rights in the work carried out).

Our products may not be suitable for use with all liquids, for all filling or dispensing conditions. We cannot and do not therefore warrant that our products will be fit or suitable for the intended application. It is recommended that you satisfy yourself that the liquid to be dispensed is compatible both with the raw materials from which our products are made as well as the products themselves. Prior to introducing the use of our products to a commercial application, you should conduct all appropriate tests to identify and prevent problems resulting from environmental stress cracking, dimensional changes and chemical attack, changed mechanical properties, the effect of temperature and temperature changes and other relevant factors. You should also verify that the fit of the product to its container is satisfactory, that the product is compatible with filling conditions, that the flow rate and flow characteristics of the product meet your requirements and that the product is suitable for the expected distribution and storage conditions. For the avoidance of doubt, we accept no liability whatsoever for any loss or damage, injury or death caused as a result of your failure to observe any of the aforementioned precautions.

6. DELIVERY OR COLLECTION

We are to use reasonable endeavours to have the goods ready when agreed, but this is only an estimate of the delivery or collection date. You can only refuse to accept delivery after that date if:

- after the date of our acknowledgement of your order you have sent us a written notice specifying a deadline date and
- we have specifically accepted that deadline date in writing.

Where we are delivering goods to you, you are responsible for unloading them. Where you fail to take delivery or collect goods in accordance with the agreement, you must pay on demand our storage and additional carriage costs.

You have no right to reject goods if they vary from the specification and that variation is not material to their use or functionality or is a variation in quantity which is within 10% of the quantity ordered (but we will in this case adjust the price to take account of the variation).

Pallets, carboys and any other packaging identified in the acknowledgement as belonging to us remain our property and must be returned to us within one month of delivery. If not we will invoice you for their replacement cost.

7. PACKAGING

We decide the appropriate method of packaging. Packages and wrappers are free and non-returnable.

We charge you for cases but refund that charge when you return the cases to us in good condition.

All prices we give you for printing are made subject to our receiving suitable copy matter, and are on the basis that we can use our standard range of ink colours. Any deviations may result in an extra charge being made.

PASSING OF RISK AND TITLE

The goods are at your risk when you start loading them onto the collection vehicle, if you are collecting them or when you start unloading them at the delivery address, if we are responsible for delivery or from the agreed time for delivery or collection if you fail to accept delivery or to collect the goods as agreed.

The goods do not belong to you until we have received payment of the price and all additional payments due in full. Until then you hold the goods as our fiduciary agent, must clearly identify the goods (and any new product into which they are incorporated) as our property, and keep them properly stored and insured and we may enter your premises at any time to repossess the goods if you fail to pay the price and other payments when due or we reasonably believe that you will not be able to pay the price and other payments when due.

8. TERMINATION

Either of us may terminate this agreement immediately on written notice if the other is in material or persistent breach of an obligation and cannot put it right or does not rectify within 21 days of receiving notice to do so. On termination any then existing claims which either of us has against the other remain in force.

9. LIABILITIES

Samples, descriptions, forecasts, brochures and other literature we may have supplied show only the general character of the goods and must not be relied on. We do not seek to exclude or restrict our liability for death or personal injury caused by our (i) negligence or (ii) fraud.

Where we or our employees or agents negligently damage your property when delivering goods, our total liability to you in respect of an event or series of connected events is limited to £500,000.

In respect of any other claims our liability is limited, to the maximum extent permitted by law, to any direct loss or damage up to the amount of the price paid for the goods giving rise to the claim.

We may terminate this agreement immediately on notice if we reasonably believe that you will not be able to pay the price or other payments when due and in that event we have no further liabilities under the agreement.

10. GENERAL

No benefits are to be conferred on any third party by this agreement.

We have no liability (directly or indirectly) for loss of business, revenue, opportunity or profits, anticipated savings or wasted expenditure, corruption or destruction of computer data or for any indirect or consequential loss whatsoever.

Neither of us is liable for any failure to fulfil our obligations to the other where such failure is due to circumstances beyond our reasonable control.

11. LIABILITY

If part of this agreement is invalid or unenforceable that does not affect the remainder. Invalidity or unenforceability in one jurisdiction does not affect validity or enforceability in another.

Where you leave any of your property with us you do so at your own risk. You must get a receipt for it.

12. CONFIDENTIALITY

No waiver by us of any breach of the contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

We are to own all intellectual property created under this agreement. Where necessary, we are to assign or procure the assignment of all such rights (including moral rights) to us.

Unless you object in writing, we may put your name and other details into a computerised directory. This will be only for our use and that of any other company within DS Smith Plc group worldwide.

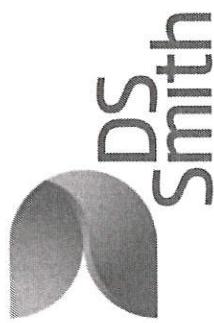
This agreement and its subject matter are confidential and must not be disclosed to any person without our permission.

Provisions relating to warranties, limitation of liability, intellectual property, confidentiality and obligations on termination survive termination or expiration of the agreement.

English law governs the agreement. We both accept the jurisdiction of the English Courts. We may also bring proceedings against you in other jurisdictions.

Lee Road
Merton Park Estate
London SW19 3WD UK
Tel: +44 (0) 20 8545 7500
Fax: +44 (0) 20 8545 7502

Worldwide Dispensers™



Invoice To:
HEDWIN CORPORATION
 1600 ROLAND HEIGHTS AVE.,
 BALTIMORE
 MARYLAND 21211
 U.S.A.

Delivered To:
HEDWIN CORPORATION
 1700 W 41ST STREET
 BALTIMORE
 MARYLAND 21211
 USA

TERMS: FOB UK PORT
 INCOTERMS 2010 APPLY TO THIS TRANSACTION

INVOICE

VAT: GB 521 8863 38

Transaction	Customer Order No.	Delivery Detail	Area	Sales Order No.	Despatch Note No.	Despatch Date	Account No.
INVOICE	140258	SDV	309	S36706	98781	19 Dec 2013	HED02

TERRAIN: FOB UK PORT

INCOTERMS 2010 APPLY TO THIS TRANSACTION

 WORLDWIDE DISPENSERS CERTIFIES THAT THE REFERENCED PRODUCT MEETS THE
 MANUFACTURING SPECIFICATION AS MUTUALLY AGREED UPON BY HEDWIN AND
 WORLDWIDE DISPENSERS. ALL PRODUCT QUALIFICATION DATA IS ON FILE AND
 AVAILABLE FOR REVIEW.

TARIFF CODE FOR TAPS: 8481.80.5090

8 CARTONS GW 100 KG NW 92 KG VOLUME 0.626 M3

Customer VAT Registration Number - D00090704

Product Code	Description of Goods	Quantity	Desp Ref	Qty to Follow	Price Per	Units	Discounts	VAT Code	Nett Value
352001	2" STRAIGHT-THROUGH FOR FOOD USE Your Stock Code: COM4417	200.0000			21.0000	EACH		Z	4,200.00

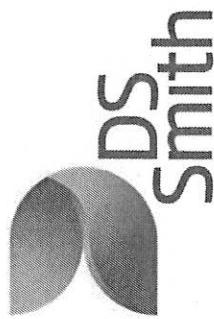
These goods are of EU origin, manufactured by us, certified true and correct.
www.worldwide-dispensers.com

Terms of Payment:
 Terms and Conditions of Trade: Please refer to our standard terms and conditions, copy attached.
 Accredited to ISO 9001

DS Smith Plastics Limited Registered in England and Wales No: 5267740 Registered Office: 356 Euston Road, London, NW1 3AX
 Page 1 of 2

Lee Road
Merton Park Estate
London SW19 3WD UK
Tel: +44 (0) 20 8545 7500
Fax: +44 (0) 20 8545 7502

Worldwide Dispensers™



Invoice To:
HEDWIN CORPORATION
1600 ROLAND HEIGHTS AVE.,
BALTIMORE
MARYLAND 21211
U.S.A.

Delivered To:
HEDWIN CORPORATION
1700 W 41ST STREET
BALTIMORE
MARYLAND 21211
USA

INVOICE

VAT: GB 521 8863 38

Transaction	Customer Order No.	Delivery Detail	Area	Sales Order No.	Despatch Note No.	Despatch Date	Account No.		
Product Code	Description of Goods	Quantity	Desp Ref	Qty to Follow	Price Per	Units	Discounts	VAT Code	Nett Value
INVOICE	140258	SDV	309	\$36706	98781	19 Dec 2013	HED02		
Totals for VAT Code Z 0.00%				Goods	4,200.00	VAT			0.00
Prices and Totals are in US Dollar				Goods Total	4,200.00	VAT Total			0.00
Settlement Discount				Value	0.00			Invoice Total	US\$4,200.00
								Settlement Date	17 Feb 2014

Signed on behalf of Worldwide Dispensers Ltd.
[Signature]

These goods are of EU origin, manufactured by us, certified true and correct.
www.worldwide-dispensers.com

Terms of Payment:
Terms and Conditions of Trade: Please refer to our standard terms and conditions, copy attached.

Accredited to ISO 9001
Accredited to ISO 5287/40 Registered Office: 350 Euston Road, London, NW1 3AX
DS Smith Plastics Limited Registered in England and Wales No: 5267740
Page 2 of 2

WORLDWIDE DISPENSERS - STANDARD SALES CONDITIONS

1. INTRODUCTION

"We" are Worldwide Dispensers, a part of DS Smith Plastics Ltd and "You" are anyone to whom we are supplying goods. DS Smith Plastics Ltd is registered in England and Wales with company number 5267740 and our registered office is at 350 Euston Road, London, NW1 3AX.

We have provided an acknowledgement of our agreement to make that supply. That specifically amended in the acknowledgement and a specification of the goods and any incidental services; if not, our standard specification will apply:

- the price agreed
- the delivery or collection details.

That is the whole of our agreement for this supply and supersedes any previous agreement we may have had in relation to it. No variation to the agreement is valid unless it is in writing and is signed by authorised representatives of both of us.

By placing an order with us, you are deemed to accept that these conditions shall apply to and govern any contract between us to the exclusion of all other terms and conditions (including any terms or conditions which you purport to apply under any purchase order, confirmation of order or other correspondence or documentation).

We are responsible for making the supply to you but we may arrange to do so through agents or subcontractors.

You must not assign the benefit of the agreement without our prior written consent, which will not be unreasonably withheld.

2. CANCELLATION AND VARIATION

You may cancel your order at any time before the supply is made. If you do, you are to pay us demand a reasonable cancellation charge which takes into account all work we have done under the agreement, all costs we have incurred and any costs we are committed to pay, and our loss of profit.

If you ask us to vary your order and agree with us an appropriate variation to the price variations. We may vary the price by an amount sufficient to cover any significant increase in the cost of materials or other costs we incur to fulfil your order. We may also substitute suitable alternative materials for any referred to in our acknowledgement which are not available or, if no suitable materials are available, advise you of the estimated delay in fulfilling your order. If we are unable to fulfil your order within a reasonable time due to materials being unavailable for reasons beyond our reasonable control, we may cancel the order with no further obligation to you.

3. PRICE

Unless otherwise stated you are to pay, in addition to the agreed price:

- applicable VAT and any other tax imposed on the supply
- the cost of packaging, carriage and insurance
- the cost of any artwork, origination and printing, stereos, the cost of tooling specifically required and die cutting costs

4. PAYMENT

We will invoice you once the goods have been manufactured. You are to pay the invoice within 30 days without set-off or counterclaim. If you have a claim against us, you must notify us of it promptly and make all reasonable efforts to resolve the dispute amicably.

We are not obliged to supply any goods or services to you while any payment is overdue on this or any other agreement we may have with you.

If any payment is late we may charge you interest at the rate of 3% above the base rate from time to time of the NatWest Bank on any overdue payment from the due date for payment until the date payment is made and charge you for all costs we incur in recovering the outstanding payment.

We may set off any sums owed by you to us against any sums owed by us to you.

5. WARRANTY AND DEFECTS

We warrant to you that the goods will be, at the time of delivery and only for the next 6 months, free from any material defect due to faulty materials and workmanship and that any services will be provided with reasonable skill and care so long as:

- you give us full details of any defect immediately it becomes apparent
- the goods have not, in our view, suffered excess wear and tear by improper or careless use or storage, excessive stressing, improper installation, or the like.

All implied warranties or conditions are excluded to the fullest extent permitted by law.

If you endorse on the delivery note that goods are unexamined and within 3 days of delivery notify us in writing of any defects we may, after inspecting the goods and if we are satisfied that their condition has not deteriorated following delivery) at our discretion repair or replace the defective goods, or take them back and refund the price.

You undertake to indemnify and hold us harmless from and against all liabilities, losses, damages, costs, charges, expenses (including without limitation legal fees and expenses on a full indemnity basis), actions, proceedings, claims and demands incurred by or brought against us:

- arising directly or indirectly out of or in connection with any breach of any of your obligations under any contract or any wilful default or negligence on your part or on the part of any of your officers, employees or agents in relation to the goods; or resulting from our acting reasonably in accordance with your instructions (including, without limitation, any claim from a third party that we have infringed any intellectual property rights in the work carried out).

Our products may not be suitable for use with all liquids, for all filling or dispensing conditions. We cannot and do not therefore warrant that our products will be fit or liquid to be dispensed is compatible both with the raw materials from which our products are made as well as the products themselves. Prior to introducing the use of our products to a commercial application, you should conduct all appropriate tests to identify and prevent problems resulting from environmental stress cracking, dimensional changes, chemical attack, changed mechanical properties, the effect of temperature and temperature changes and other relevant factors. You should also verify that the fit of the product to its container is satisfactory, that the product is compatible with filling conditions, that the flow rate and flow characteristics of the product meet your requirements and that the product is suitable for the expected distribution and storage conditions. For the avoidance of doubt, we accept no liability whatsoever for any loss or damage, injury or death caused as a result of your failure to observe any of the aforementioned precautions.

6. DELIVERY OR COLLECTION

We are to use reasonable endeavours to have the goods ready when agreed, but this is only an estimate of the delivery or collection date. You can only refuse to accept delivery after that date if:

- after the date of our acknowledgement of your order you have sent us a written notice specifying a deadline date and we have specifically accepted that deadline date in writing.

Where we are delivering goods to you, you are responsible for unloading them. Where you fail to take delivery or collect goods in accordance with the agreement, you must pay on demand our storage and additional carriage costs.

You have no right to reject goods if they vary from the specification and that variation is not material to their use or functionality or is a variation in quantity which is within 10% of the quantity ordered (but we will in this case adjust the price to take account of the variation).

7. PACKAGING

We decide the appropriate method of packaging. Packages and wrappers are free and non-returnable.

We charge you for cases but refund that charge when you return the cases to us in good condition.

Pallets, carboys and any other packaging identified in the acknowledgement as belonging to us remain our property and must be returned to us within one month of delivery. If not we will invoice you for their replacement cost.

8. CUSTOMER APPROVALS

Where we supply proofs, printing details, artwork or other specimens for you to approve as complying with your order you must do so promptly and in writing. We are not responsible for any delay you cause. Our obligation is to supply the goods in the form you approve. We are not responsible for any errors which you do not identify in writing at the time you give your approval.

All prices we give you for printing are made subject to our receiving suitable copy matter, and are on the basis that we can use our standard range of ink colours. Any deviations may result in an extra charge being made.

9. PASSING OF RISK AND TITLE

- The goods are at your risk when you start loading them onto the collection vehicle, if you are collecting them or when you start unloading them at the delivery address, if we are responsible for delivery or from the agreed time for delivery or collection if you fail to accept delivery or to collect the goods as agreed.

The goods do not belong to you until we have received payment of the price and additional payments due in full. Until then:

- you hold the goods as our fiduciary agent, must clearly identify the goods (and, as new product stored in which they are incorporated) as our property, and keep the property stored and insured and
- we may enter your premises at any time to repossess the goods if you fail to pay to pay the price and other payments when due.

10. TERMINATION

Either of us may terminate this agreement immediately on written notice if the other is in material or persistent breach of an obligation and cannot put it right or does not put it right within 21 days of receiving notice to do so. On termination any then existing claim which either of us has against the other remain in force.

11. LIABILITIES

Samples, descriptions, forecasts, brochures and other literature we may have supplied show only the general character of the goods and must not be relied on.

We do not seek to exclude or restrict our liability for death or personal injury caused by our (i) negligence or (ii) fraud.

Where we or our employees or agents negligently damage your property when delivering goods, our total liability to you in respect of an event or series of connected events limited to £500,000.

In respect of any other claims our liability is limited, to the maximum extent permitted by law, to any direct loss or damage up to the amount of the price paid for the goods given rise to the claim.

We have no liability (directly or indirectly) for loss of business, revenue, opportunity

profits, anticipate savings or wasted expenditure, corruption or destruction of computer data or for any indirect or consequential loss whatsoever.

Neither of us is liable for any failure to fulfil our obligations to the other where such failure is due to circumstances beyond our reasonable control.

12. GENERAL

No benefits are to be conferred on any third party by this agreement.

We have no liability for any breach of the contract by you shall be considered as a waiver of if part of this agreement is invalid or unenforceable that does not affect the remainder. Invalidity or unenforceability in one jurisdiction does not affect validity or enforceability in another.

Where you leave any of your property with us you do so at your own risk. You must get receipt for it.

No waiver by us of any breach of the contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

We are to own all intellectual property created under this agreement. Where necessary we are to assign or procure the assignment of all such rights (including moral rights) us.

Unless you object in writing, we may put your name and other details into a computerised person without our permission.

This agreement and its subject matter are confidential and must not be disclosed to any person without our permission.

Provisions relating to warranties, limitation of liability, intellectual property, confidentiality and obligations on termination survive termination or expiration of the agreement.

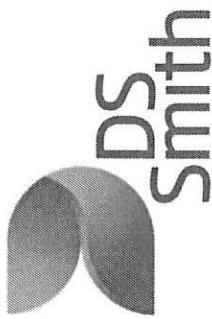
English law governs the agreement. We both accept the jurisdiction of the English Courts. We may also bring proceedings against you in other jurisdictions.

Lee Road
Merton Park Estate
London SW19 3WD UK
Tel: +44 (0) 20 8545 7500
Fax: +44 (0) 20 8545 7502

**Worldwide
Dispensers™**

INVOICE

VAT: GB 521 8863 38



Invoice To:
HEDWIN CORPORATION
1600 ROLAND HEIGHTS AVE.,
BALTIMORE
MARYLAND 21211
U.S.A.

Delivered To:
HEDWIN CORPORATION
1700 W 41ST STREET
BALTIMORE
MARYLAND 21211
USA

Transaction	Customer Order No.	Delivery Detail	Area	Sales Order No.	Despatch Note No.	Despatch Date	Account No.
INVOICE	140294	SDV	309	S36719	98780	19 Dec 2013	HED02

TERMS: FOB UK PORT

INCOTERMS 2010 APPLY TO THIS TRANSACTION

WORLDWIDE DISPENSERS CERTIFIES THAT THE REFERENCED PRODUCT MEETS THE
MANUFACTURING SPECIFICATION AS MUTUALLY AGREED UPON BY HEDWIN AND
WORLDWIDE DISPENSERS. ALL PRODUCT QUALIFICATION DATA IS ON FILE AND
AVAILABLE FOR REVIEW.
TARIFF CODE FOR TAPS: 8481.80.5090

41 CARTONS GW 697 KG NW 656 KG VOLUME 3.962 M³

Customer VAT Registration Number - D000090704

Product Code	Description of Goods	Quantity	Desp Ref	Qty to Follow	Price Per	Units	Discounts	VAT Code	Nett Value
255830	8QNW/STD+3/4ST+WW 8mm QST Pe NATURAL STD SPIGOT WHITE +	26650.0000			0.6051	EACH	Z		16,125.92

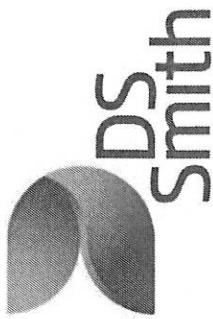
These goods are of EU origin, manufactured by us, certified true and correct.
www.worldwide-dispensers.com

Terms of Payment:
Terms and Conditions of Trade: Please refer to our standard terms and conditions, copy attached.

Accredited to ISO 9001
DS Smith Plastics Limited Registered in England and Wales No: 5267740 Registered Office: 350 Euston Road, London, NW1 3AX
Page 1 of 2

Lee Road
Merton Park Estate
London SW19 3WD UK
Tel: +44 (0) 20 8545 7500
Fax: +44 (0) 20 8545 7502

**Worldwide
Dispensers™**



Invoice To:	HEDWIN CORPORATION 1600 ROLAND HEIGHTS AVE., BALTIMORE MARYLAND 21211	Delivered To: HEDWIN CORPORATION 17100 W 41ST STREET BALTIMORE MARYLAND 21211
U.S.A.		

Delivered To:

EDWIN CORPORATION
11700 W 41ST STREET
BALTIMORE
MARYLAND 21211
USA

INVOICE

VAT: GB 521 8863 38

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Accredited to ISO 9001
Page 2 of 2

WORLDWIDE DISPENSERS - STANDARD SALES CONDITIONS

1. INTRODUCTION

"We" are Worldwide Dispensers, a part of DS Smith Plastics Ltd and "you" are anyone to whom we are supplying goods. DS Smith Plastics Ltd is registered in England and Wales with company number 52671740 and our registered office is at 350 Euston Road, London, NW1 3AX.

We have provided an acknowledgement of our agreement to make that supply. That acknowledgement incorporates these supply conditions (except where they are specifically amended in the acknowledgement) and:

- a specification of the goods and any incidental services; if not, our standard specification will apply
- the price agreed
- the delivery or collection details.

That is the whole of our agreement for this supply and supersedes any previous agreement we may have had in relation to it. No variation to the agreement is valid unless it is in writing and is signed by authorised representatives of both of us.

By placing an order with us, you are deemed to accept that these conditions shall apply to govern any contract between us to the exclusion of all other terms and conditions (including any terms or conditions which you purport to apply under any purchase order, confirmation of order or other correspondence or documentation).

We are responsible for making the supply to you but we may arrange to do so through agents or subcontractors.

You must not assign the benefit of the agreement without our prior written consent, which will not be unreasonably withheld.

2. CANCELLATION AND VARIATION

You may cancel your order at any time before the supply is made. If you do, you are to pay us demand a reasonable cancellation charge which takes into account all work we have done under the agreement, all costs we have incurred and any costs we are committed to pay, and our loss of profit.

If you ask us to vary your order and agree with us an appropriate variation to the price and to the time scale for delivery, we agree to make the supply in accordance with those variations. We may vary the price by an amount sufficient to cover any significant increase in the cost of materials or other costs we incur to fulfil your order. We may also substitute suitable alternative materials for any referred to in our acknowledgement of order if no suitable materials are available, advise you of the estimated delay in fulfilling your order. If we are unable to fulfil your order within a reasonable time due to materials being unavailable for reasons beyond our reasonable control, we may cancel the order with no further obligation to you.

3. PRICE

Unless otherwise stated you are to pay, in addition to the agreed price:

- applicable VAT and any other tax imposed on the supply
- the cost of packaging, carriage and insurance
- the cost of any artwork, origination and printing, stereos, the cost of tooling specifically required and die cutting costs

4. PAYMENT

We will invoice you once the goods have been manufactured. You are to pay the invoice within 30 days without set-off or counterclaim. If you have a claim against us, you must notify us of it promptly and make all reasonable efforts to resolve the dispute amicably.

We are not obliged to supply any goods or services to you while any payment is overdue on this or any other agreement we may have with you.

If any payment is late we may charge you interest at the rate of 3% above the base rate from time to time of the NatWest Bank on any overdue payment from the due date for payment until the date payment is made and charge you for all costs we incur in recovering the outstanding payment.

We may set off any sums owed by you to us against any sums owed by us to you.

5. WARRANTY AND DEFECTS

We warrant to you that the goods will be, at the time of delivery and only for the next 6 months, free from any material defect due to faulty materials and workmanship and that any services will be provided with reasonable skill and care so long as:

- you give us full details of any defect immediately it becomes apparent
- the goods have not, in our view, suffered excess wear and tear by improper or careless use or storage, excessive stressing, improper installation, or the like.

All implied warranties or conditions are excluded to the fullest extent permitted by law.

If you endorse on the delivery note that goods are unexamined and within 3 days of delivery notify us in writing of any defects we may, after inspecting the goods and if we are satisfied that their condition had not deteriorated following delivery at our discretion repair or replace the defective goods, or take them back and refund the price.

You undertake to indemnify and hold us harmless from and against all liabilities, losses, damages, costs, charges, expenses, (including without limitation legal fees and expenses on a full indemnity basis), actions, proceedings, claims and demands incurred by or brought against us;

- arising directly or indirectly out of or in connection with any breach of any of your obligations under any contract or any willful default or negligence on your part or on the part of any of your officers, employees or agents in relation to the goods; or
- resulting from our acting reasonably in accordance with your instructions (including, without limitation, any claim from a third party that we have infringed any intellectual property rights in the work carried out).

Our products may not be suitable for use with all liquids, for all filling or dispensing conditions. We cannot and do not therefore warrant that our products will be fit or liquid to be dispensed is compatible both with the raw materials from which our products are made as well as the products themselves. Prior to introducing the use of our products to a commercial application, you should conduct all appropriate tests to identify and prevent problems resulting from environmental stress cracking, dimensional changes, chemical attack, changed mechanical properties, the effect of temperature and temperature changes and other relevant factors. You should also verify that the fit of the product to its container is satisfactory, that the product is compatible with filling conditions, that the flow, rate and flow characteristics of the product meet your requirements and that the product is suitable for the expected distribution and storage conditions. For the avoidance of doubt, we accept no liability whatsoever for any loss or damage, injury or death caused as a result of your failure to observe any of the aforementioned precautions.

6. DELIVERY OR COLLECTION

We are to use reasonable endeavours to have the goods ready when agreed, but this is only an estimate of the delivery or collection date. You can only refuse to accept delivery after that date if:

- after the date of our acknowledgement of your order you have sent us a written notice specifying a deadline date and
- we have specifically accepted that deadline date in writing.

Where we are delivering goods to you, you are responsible for unloading them. Where you fail to take delivery or collect goods in accordance with the agreement, you must pay on demand our storage and additional carriage costs.

You have no right to reject goods if they vary from the specification and that variation is not material to their use or functionality or is a variation in quantity which is within 10% of the quantity ordered (but we will in this case adjust the price to take account of the variation).

7. PACKAGING

Pallets, cartons and any other packaging identified in the acknowledgement as belonging to us remain our property and must be returned to us within one month of delivery. If not we will invoice you for their replacement cost.

8. CUSTOMER APPROVALS

Where we supply proofs, printing details, artwork or other specimens for you to approve as complying with your order you must do so promptly and in writing. We are not responsible for any delay you cause. Our obligation is to supply the goods in the form you approve. We are not responsible for any errors which you do not identify in writing at the time you give your approval.

All prices we give you for printing are made subject to our receiving suitable copy matter, and are on the basis that we can use our standard range of ink colours. Any deviations may result in an extra charge being made.

9. PASSING OF RISK AND TITLE

- The goods are at your risk
- when you start loading them onto the collection vehicle, if you are collecting them
 - or
 - when you start unloading them at the delivery address, if we are responsible for delivery or from the agreed time for delivery or collection if you fail to accept delivery or collect the goods as agreed.

- The goods do not belong to you until we have received payment of the price and additional payments due in full. Until then:
- you hold the goods as our fiduciary agent, must clearly identify the goods (and any new product into which they are incorporated) as our property, and keep them stored and insured and we may enter your premises at any time to repossess the goods if you fail to pay price and other payments when due;
 - price and other payments when due and in that event able to pay the price and other payments when due.

10. TERMINATION

- Either of us may terminate this agreement immediately on written notice if the other is in material or persistent breach of an obligation and cannot put it right or does not put it right within 21 days of receiving notice to do so. On termination any then existing claim which either of us has against the other remain in force.

- We may terminate this agreement immediately on notice if we reasonably believe that you will not be able to pay the price or other payments when due and in that event have no further liabilities under the agreement.

11. LIABILITIES

- Samples, descriptions, forecasts, brochures and other literature we may have supplied show only the general character of the goods and must not be relied on.

- We do not seek to exclude or restrict our liability for death or personal injury caused by our (i) negligence or (ii) fraud.

- Where we or our employees or agents negligently damage your property when delivering goods, our total liability to you in respect of an event or series of connected events is limited to £500,000.

- In respect of any other claims our liability is limited, to the maximum extent permitted by law, to any direct loss or damage up to the amount of the price paid for the goods given rise to the claim.

- We have no liability (directly or indirectly) for loss of business, revenue, opportunity, profits, anticipated savings or wasted expenditure, corruption or destruction of computer data or for any indirect or consequential loss whatsoever.

- Neither of us is liable for any failure to fulfil our obligations to the other where such failure is due to circumstances beyond our reasonable control.

12. GENERAL

- No benefits are to be conferred on any third party by this agreement.

- This agreement and its subject matter are confidential and must not be disclosed to any person without our permission.

- This will be only for our use and that of any other company within DS Smith PLC group worldwide.

- Unless you object in writing, we may put your name and other details into a computerised directory. This will be only for our use and that of any other company within DS Smith PLC group worldwide.

- This agreement and its subject matter are confidential and must not be disclosed to any person without our permission.

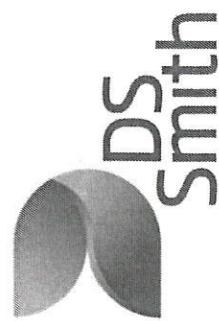
- Provisions relating to warranties, limitation of liability, intellectual property, confidentiality and obligations on termination survive termination or expiration of the agreement.

- English law governs the agreement. We both accept the jurisdiction of the English Courts. We may also bring proceedings against you in other jurisdictions.

Lee Road
Merton Park Estate
London SW19 3WD UK
Tel: +44 (0) 20 8545 7500
Fax: +44 (0) 20 8545 7502

**Worldwide
Dispensers™**

Invoice To:
HEDWIN CORPORATION
1600 ROLAND HEIGHTS AVE.,
BALTIMORE
MARYLAND 21211
U.S.A.



INVOICE

VAT: GB 521 8863 38

Delivered To:
HEDWIN CORPORATION
1700 W 41ST STREET
BALTIMORE
MARYLAND 21211
USA

Transaction	Customer Order No.	Delivery Detail	Area	Sales Order No.	Despatch Note No.	Despatch Date	Invoice No.	Account No.
INVOICE	140131	SDV	309	S36628	98779	19 Dec 2013	98779	HED02

**TERMS: FOB UK PORT
INCOTERMS 2010 APPLY TO THIS TRANSACTION**

WORLDWIDE DISPENSERS CERTIFIES THAT THE REFERENCED PRODUCT MEETS THE
MANUFACTURING SPECIFICATION AS MUTUALLY AGREED UPON BY HEDWIN AND
WORLDWIDE DISPENSERS. ALL PRODUCT QUALIFICATION DATA IS ON FILE AND
AVAILABLE FOR REVIEW.

TARIFF CODE FOR TAPS: 8481.80.5090

94 CARTONS GW 1057.50 KG NW 963.50 KG VOLUME 9.0843 M3

Customer VAT Registration Number - D000090704

Product Code	Description of Goods	Quantity	Desp Ref	Qty to Follow	Price Per	Units	Discounts	VAT Code	Nett Value
253406	8C/US/STD+38WSR/US SEALED 5200.0000 IN BAG 8mm CUBITAINER USA SEALED IN BAG			1724800.0000	0.4689	EACH	Z		35,261.28

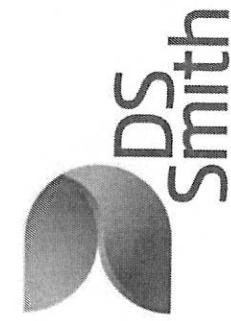
These goods are of EU origin, manufactured by us, certified true and correct.
www.worldwide-dispensers.com

Terms of Payment:
Terms and Conditions of Trade: Please refer to our standard terms and conditions, copy attached.

Accredited to ISO 9001
DS Smith Plastics Limited Registered in England and Wales No: 5267740 Registered Office: 350 Euston Road, London, NW1 3AX
Page 1 of 2

Invoice To:
HEDWIN CORPORATION
 1600 ROLAND HEIGHTS AVE.,
 BALTIMORE
 MARYLAND 21211
 U.S.A.

Delivered To:
HEDWIN CORPORATION
 1700 W 41ST STREET
 BALTIMORE
 MARYLAND 21211
 USA



Lee Road
 Merton Park Estate
 London SW19 3WD UK
 Tel: +44 (0) 20 8545 7500
 Fax: +44 (0) 20 8545 7502

Worldwide Dispensers™

INVOICE

VAT: GB 521 8863 38

Product Code	Description of Goods	Customer Order No.	Delivery Detail	Area	Sales Order No.	Despatch Note No.	Despatch Date	Account No.
INVOICE	NATURAL + STANDARD SPIGOT + 38mmS/R USA PACKED AND SEALED IN INDIVIDUAL BAGS FOR FOOD USE Your Stock Code: com8801	140131	SDV	309	\$36628	98779	19 Dec 2013	HED02

Totals for VAT Code Z 0.00%
Prices and Totals are in US Dollar
Settlement Discount

Goods	35,261.28	VAT	0.00
Goods Total	35,261.28	VAT Total	0.00
0.00%	Value	0.00	
			Invoice Total US\$35,261.28
			Settlement Date 17 Feb 2014

Signed on behalf of Worldwide Dispensers Ltd.

These goods are of EU origin, manufactured by us, certified true and correct.
www.worldwide-dispensers.com

Terms of Payment:
 Terms and Conditions of Trade: Please refer to our standard terms and conditions, copy attached.
 Accredited to ISO 9001
 DS Smith Plastics Limited Registered in England and Wales No: 5267740 Registered Office: 350 Euston Road, London, NW1 3AX
 Page 2 of 2

WORLDWIDE DISPENSERS - STANDARD SALES CONDITIONS

1. INTRODUCTION

"We" are Worldwide Dispensers, a part of DS Smith Plastics Ltd and "you" are anyone to whom we are supplying goods. DS Smith Plastics Ltd is registered in England and Wales with company number 5267740 and our registered office is at 350 Euston Road, London, NW1 3AX.

We have provided an acknowledgement of our agreement to make that supply. That acknowledgement incorporates these supply conditions (except where they are specifically amended in the acknowledgement and a specification of the goods and any incidental services: if not, our standard specification will apply).

- the price agreed
- the delivery or collection details.

That is the whole of our agreement for this supply and supersedes any previous agreement we may have had in relation to it. No variation to the agreement is valid unless it is in writing and is signed by authorised representatives of both of us.

By placing an order with us you are deemed to accept that these conditions shall apply to and govern any contract between us to the exclusion of all other terms and conditions (including any terms or conditions which you purport to apply under any purchase order, confirmation of order or other correspondence or documentation).

We are responsible for making the supply to you but we may arrange to do so through agents or subcontractors.

You must not assign the benefit of the agreement without our prior written consent, which will not be unreasonably withheld.

2. CANCELLATION AND VARIATION

You may cancel your order at any time before the supply is made. If you do, you are to pay us on demand a reasonable cancellation charge which takes into account all work we have done under the agreement, all costs we have incurred and any costs we are committed to pay, and our loss of profit.

If you ask us to vary your order and agree with us an appropriate variation to the price and to the time scale for delivery, we agree to make the supply in accordance with those variations. We may vary the price by an amount sufficient to cover any significant increase in the cost of materials or other costs we incur to fulfil your order. We may also substitute suitable alternative materials for any referred to in our acknowledgement which are not available or if no suitable materials are available, advise you of the estimated delay in fulfilling your order. If we are unable to fulfil your order within a reasonable time due to materials being unavailable for reasons beyond our reasonable control, we may cancel the order with no further obligation to you.

3. PRICE

Unless otherwise stated you are to pay, in addition to the agreed price:

- applicable VAT and any other tax imposed on the supply
- the cost of packaging, carriage and insurance
- the cost of any artwork, origination and printing, stereos, the cost of tooling specifically required and die cutting costs

4. PAYMENT

We will invoice you once the goods have been manufactured. You are to pay the invoice within 30 days without set-off or counterclaim. If you have a claim against us, you must notify us of it promptly and make all reasonable efforts to resolve the dispute amicably.

We are not obliged to supply any goods or services to you while any payment is overdue on this or any other agreement we may have with you.

If any payment is late we may charge you interest at the rate of 3% above the base rate from time to time of the NatWest Bank on any overdue payment from the due date for payment until the date payment is made and charge you for all costs we incur in recovering the outstanding payment.

We may set off any sums owed by you to us against any sums owed by us to you.

5. WARRANTY AND DEFECTS

We warrant to you that the goods will be, at the time of delivery and only for the next 6 months, free from any material defect due to faulty materials and workmanship and that any services will be provided with reasonable skill and care so long as:

- you give us full details of any defect immediately it becomes apparent;
- the goods have not, in our view, suffered excess wear and tear by improper or careless use or storage, excessive stressing, improper installation, or the like.

All implied warranties or conditions are excluded to the fullest extent permitted by law.

If you endorse on the delivery note that goods are unexamined and within 3 days of delivery notify us in writing of any defects we may, after inspecting the goods and if we are satisfied that their condition has not deteriorated following delivery) at our discretion repair or replace the defective goods, or take them back and refund the price.

You undertake to indemnify and hold us harmless from and against all liabilities, losses, damages, costs, charges, expenses (including without limitation legal fees and expenses on a full indemnity basis), actions, proceedings, claims and demands incurred by or brought against us:

- arising directly or indirectly out of or in connection with any breach of any of your obligations under any contract or any wilful default or negligence on your part or on the part of any of your officers, employees or agents in relation to the goods; or resulting from our acting reasonably in accordance with your instructions (including without limitation, any claim from a third party that we have infringed any intellectual property rights in the work carried out).

Our products may not be suitable for use with all liquids, for all filling or dispensing conditions. We cannot and do not therefore warrant that our products will be fit or suitable for the intended application. It is recommended that you satisfy yourself that the liquid to be dispensed is compatible both with the raw materials from which our products are made as well as the products themselves. Prior to introducing the use of our products to a commercial application, you should conduct all appropriate tests to identify and prevent problems resulting from environmental stress cracking, dimensional changes, chemical attack, changed mechanical properties, the effect of temperature and temperature changes and other relevant factors. You should also verify that the fit of the product to its container is satisfactory, that the product is compatible with filling conditions, that the flow rate and flow characteristics of the product meet your requirements and that the product is suitable for the expected distribution and storage conditions. For the avoidance of doubt, we accept no liability whatsoever for any loss or damage, injury or death caused as a result of your failure to observe any of the aforementioned precautions.

6. DELIVERY OR COLLECTION

We are to use reasonable endeavours to have the goods ready when agreed, but this is only an estimate of the delivery or collection date. You can only refuse to accept delivery after that date if:

- after the date of our acknowledgement of your order you have sent us a written notice specifying a deadline date and
- we have specifically accepted that deadline date in writing.

Where we are delivering goods to you, you are responsible for unloading them. Where you fail to take delivery or collect goods in accordance with the agreement, you must pay on demand our storage and additional carriage costs.

You have no right to reject goods if they vary from the specification and that variation is not material to their use or functionality or is a variation in quantity which is within 10% of the quantity ordered (but we will in this case adjust the price to take account of the variation).

7. PACKAGING

We decide the appropriate method of packaging. Packages and wrappers are free and non-returnable.

We charge you for cases but refund that charge when you return the cases to us in good condition.

8. CUSTOMER APPROVALS

Where we supply proofs, printing details, artwork or other specimens for you to approve as complying with your order you must do so promptly and in writing. We are not responsible for any delay you cause. Our obligation is to supply the goods in the form you approve. We are not responsible for any errors which you do not identify in writing at the time you give your approval.

All prices we give you for printing are made subject to our receiving suitable copy matter, and are on the basis that we can use our standard range of ink colours. Any deviations may result in an extra charge being made.

9. PASSING OF RISK AND TITLE

The goods are at your risk when you start loading them onto the collection vehicle, if you are collecting them or when you start unloading them at the delivery address, if we are responsible for delivery or from the agreed time for delivery or collection if you fail to accept delivery or to collect the goods as agreed.

The goods do not belong to you until we have received payment of the price and all additional payments due in full. Until then:

- you hold the goods as our fiduciary agent, must clearly identify the goods (and any new product into which they are incorporated) as our property, and keep the property stored and insured and
- we may enter your premises at any time to repossess the goods if you fail to pay the price and other payments when due or when reasonably believe that you will not be able to pay the price and other payments when due.

10. TERMINATION

Either of us may terminate this agreement immediately on written notice if the other is in material or persistent breach of an obligation and cannot put it right or does not put it right within 21 days of receiving notice to do so. On termination any then existing clause remains in force.

We may terminate this agreement immediately on notice if we reasonably believe you will not be able to pay the price or other payments when due and in that event have no further liabilities under the agreement.

11. LIABILITIES

Samples, descriptions, illustrations, forecasts, brochures and other literature we may have supplied show only the general character of the goods and must not be relied on. We do not seek to exclude or restrict our liability for death or personal injury caused by (i) negligence or (ii) fraud.

Where we or our employees or agents negligently damage your property when delivered goods, our total liability to you in respect of an event or series of connected events is limited to £500,000.

In respect of any other claims our liability is limited, to the maximum extent permitted by law, to any direct loss or damage up to the amount of the price paid for the goods giving rise to the claim.

We have no liability (directly or indirectly) for loss of business, revenue, opportunity or profits, anticipated savings or wasted expenditure, corruption or destruction of computer data or for any indirect or consequential loss whatsoever.

Neither of us is liable for any failure to fulfil our obligations to the other where such failure is due to circumstances beyond our reasonable control.

12. GENERAL

No benefits are to be conferred on any third party by this agreement.

We have no liability for any breach of the contract by you shall be considered as a waiver of part of this agreement is invalid or unenforceable that does not affect the remainder of the agreement.

Irrationality or unenforceability in one jurisdiction does not affect validity or enforceability in another.

Where you leave any of your property with us you do so at your own risk. You must give receipt for it.

No waiver by us of any breach of the contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

We are to own all intellectual property created under this agreement. Where necessary you are to assign or procure the assignment of all such rights (including moral rights) to us.

This agreement and its subject matter are confidential and must not be disclosed to any person without our permission.

Unless you object in writing, we may put your name and other details into a computerised directory. This will be only for our use and that of any other company within DS Smith plc group worldwide.

English law governs the agreement. We both accept the jurisdiction of the English Courts. We may also bring proceedings against you in other jurisdictions.

Case: 1:14-cv-00881-WMN Document: 1 Filed: 03/20/14 Page: 13 of 29

Invoice To:
HEDWIN CORPORATION
 1600 ROLAND HEIGHTS AVE.,
 BALTIMORE
 MARYLAND 21211
 U.S.A.

D S Smith Plastics

Delivered To:
HEDWIN CORPORATION
 1700 W 41ST STREET
 BALTIMORE
 MARYLAND 21211
 USA

INVOICE

VAT: GB 521 8863 38

Worldwide Dispensers

Transaction	Customer Order No.	Delivery Detail	Area	Sales Order No.	Despatch Note No.	Despatch Date	Account No.
INVOICE	1399853	SDV	309	S36447	98424	24 Oct 2013	HED02

TERMS: FOB UK PORT

INCOTERMS 2010 APPLY TO THIS TRANSACTION

WORLDWIDE DISPENSERS CERTIFIES THAT THE REFERENCED PRODUCT MEETS THE MANUFACTURING SPECIFICATION AS MUTUALLY AGREED UPON BY HEDWIN AND WORLDWIDE DISPENSERS. ALL PRODUCT QUALIFICATION DATA IS ON FILE AND AVAILABLE FOR REVIEW.

TARIFF CODE FOR TAPS: 8481.80.5090

13 CARTONS GW 146.25 KG NW 133.25 KG VOLUME 12.264 M³

Customer VAT Registration Number - D000090704

Product Code	Description of Goods	Quantity	Desp Ref	Qty to Follow	Price Per	Units	Discounts	VAT Code	Nett Value
200401	38mm S/R USA WHITE 38mm SCREW RING	41600.0000			0.0597	EACH	Z		2,483.52

These goods are of EU origin, manufactured by us, certified true and correct.
www.worldwide-dispensers.com

Terms of Payment:
 Terms and Conditions of Trade: Please refer to our standard terms and conditions, copy attached.
 Accredited to ISO 9001
 D S SMITH PLASTICS LIMITED (company number 5267740), REGISTERED IN ENGLAND AND WALES WITH ITS REGISTERED OFFICE AT BEECH HOUSE, WHITEBROOK PARK, 68 LOWER COOKHAM ROAD, MAIDENHEAD SL6 8XY.
 Page 1 of 2

WORLDWIDE DISPENSERS - STANDARD SALES CONDITIONS

1. INTRODUCTION

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- the price agreed
- the delivery or collection details.

That is the whole of our agreement for this supply and supersedes any previous agreement we may have had in relation to it. No variation to the agreement is valid unless it is in writing and is signed by authorised representatives of both of us.

By placing an order with us, you are deemed to accept that these conditions shall apply to and govern any contract between us to the exclusion of all other terms and conditions (including any terms or conditions which you purport to apply under any purchase order, confirmation of order or other correspondence or documentation).

We are responsible for making the supply to you but we may arrange to do so through agents or subcontractors.

You must not assign the benefit of the agreement without our prior written consent, which will not be unreasonably withheld.

2. CANCELLATION AND VARIATION

You may cancel your order at any time before the supply is made. If you do, you are to pay us on demand a reasonable cancellation charge which takes into account all work we have done under the agreement, all costs we have incurred and any costs we are committed to pay, and our loss of profit.

If you ask us to vary your order and agree with us an appropriate variation to the price and to the time scale for delivery, we agree to make the supply in accordance with those variations. We may vary the price by an amount sufficient to cover any significant increase in the cost of materials or other costs we incur to fulfil your order. We may also substitute suitable alternative materials for any referred to in our acknowledgement which are not available or, if no suitable materials are available, advise you of the estimated delay in fulfilling your order. If we are unable to fulfil your order within a reasonable time due to materials being unavailable for reasons beyond our reasonable control, we may cancel the order with no further obligation to you.

3. PRICE

Unless otherwise stated you are to pay, in addition to the agreed price:

- any applicable VAT and any other tax imposed on the supply
- the cost of packaging, carriage and insurance
- the cost of any artwork, origination and printing, stereos, the cost of tooling specifically required and the cutting costs

4. PAYMENT

We will invoice you once the goods have been manufactured. You are to pay the invoice within 30 days without set-off or counterclaim. If you have a claim against us, you must notify us of it promptly and make all reasonable efforts to resolve the dispute amicably.

We are not obliged to supply any goods or services to you while any payment is overdue on this or any other agreement we may have with you.

If any payment is late we may charge you interest at the rate of 3% above the base rate from time to time of the NatWest Bank on any overdue payment from the due date for payment until the date payment is made and charge you for all costs we incur in recovering the outstanding payment.

We may set off any sums owed by you to us against any sums owed by us to you.

5. WARRANTY AND DEFECTS

We warrant to you that the goods will be, at the time of delivery and only for the next 6 months, free from any material defect due to faulty materials and workmanship and that any services will be provided with reasonable skill and care so long as:

- you give us full details of any defect immediately it becomes apparent
- the goods have not, in our view, suffered excess wear and tear by improper or careless use or storage, excessive stressing, improper installation, or the like.

All implied warranties or conditions are excluded to the fullest extent permitted by law.

If you endorse on the delivery note that goods are unexamined and within 3 days of delivery notify us in writing of any defects we may, after inspecting the goods (and if we are satisfied that their condition has not deteriorated following delivery) at our discretion repair or replace the defective goods, or take them back and refund the price.

You undertake to indemnify and hold us harmless from and against all liabilities, losses, damages, costs, charges, expenses (including without limitation legal fees and expenses on a full indemnity basis), actions, proceedings, claims and demands incurred by or brought against us:

- arising directly or indirectly out of or in connection with any breach of any of your obligations under any contract or any willful default or negligence on your part or on the part of any of your officers, employees or agents in relation to the goods; or resulting from our acting reasonably in accordance with your instructions (including, without limitation, any claim from a third party that we have infringed any intellectual property rights in the work carried out).

Our products may not be suitable for use with all liquids, for all filling or dispensing conditions. We cannot and do not therefore warrant that our products will be fit or suitable for the intended application. It is recommended that you satisfy yourself that the liquid to be dispensed is compatible both with the raw materials from which our products are made as well as the products themselves. Prior to introducing the use of our products to a commercial application, you should conduct all appropriate tests to identify and prevent problems resulting from environmental stress cracking, dimensional changes, chemical attack, changed mechanical properties, the effect of temperature and temperature changes and other relevant factors. You should also verify that the fit of the product to its container is satisfactory, that the product is compatible with filling conditions, that the flow rate and flow characteristics of the product meet your requirements and that the product is suitable for the expected distribution and storage conditions. For the avoidance of doubt, we accept no liability whatsoever for any loss or damage, injury or death caused as a result of your failure to observe any of the aforementioned precautions.

6. DELIVERY OR COLLECTION

We are to use reasonable endeavours to have the goods ready when agreed, but this is only an estimate of the delivery or collection date. You can only refuse to accept delivery after that date if:

- after the date of our acknowledgement of your order you have sent us a written notice specifying a deadline date and
- we have specifically accepted that deadline date in writing.

Where we are delivering goods to you, you are responsible for unloading them. Where you fail to take delivery or collect goods in accordance with the agreement, you must pay on demand our storage and additional carriage costs.

You have no right to reject goods if they vary from the specification and that variation is not material to their use or functionality or is a variation in quantity which is within 10% of the quantity ordered (but we will in this case adjust the price to take account of the variation).

7. PACKAGING

We decide the appropriate method of packaging. Packages and wrappers are free and non-returnable.

We charge you for cases but refund that charge when you return the cases to us in good condition.

Pallets, cartboards and any other packaging identified in the acknowledgement as belonging to us remain our property and must be returned to us within one month of delivery. If not recovered we will invoice you for their replacement cost.

8. CUSTOMER APPROVALS

Where we supply proofs, printing details, artwork or other specimens for you to approve as complying with your order you must do so promptly and in writing. We are not responsible for any delay you cause. Our obligation is to supply the goods in the form you approve. We are not responsible for any errors which you do not identify in writing at the time you give your approval.

All prices we give you for printing are made subject to our receiving suitable copy matter, and are on the basis that we can use our standard range of ink colours. Any deviations may result in an extra charge being made.

9. PASSING OF RISK AND TITLE

The goods are at your risk:

- when you start loading them onto the collection vehicle, if you are collecting them
- or when you start unloading them at the delivery address, if we are responsible for delivery or from the agreed time for delivery or collection if you fail to accept delivery or collect the goods as agreed.

The goods do not belong to you until we have received payment of the price and additional payments due in full. Until then:

- you hold the goods as our fiduciary agent, must clearly identify the goods (and any new product into which they are incorporated) as our property, and keep them properly stored and insured and we may enter your premises at any time to repossess the goods if you fail to pay the price and other payments when due.

10. TERMINATION

Either of us may terminate this agreement immediately on written notice if the other is in material or persistent breach of an obligation and cannot put it right or does not put it right within 21 days of receiving a notice to do so. On termination any then existing claim against the other remain in force.

11. LIABILITIES

Samples, descriptions, forecasts, brochures and other literature we may have supplied show only the general character of the goods and must not be relied on.

We do not seek to exclude or restrict our liability for death or personal injury caused by (i) negligence or (ii) fraud.

Where we or our employees or agents negligently damage your property when delivering a product to you in respect of an event or series of connected events, our total liability to you is limited to £500,000.

In respect of any other claims our liability is limited to the maximum extent permitted by law, to any direct loss or damage up to the amount of the price paid for the goods giving rise to the claim.

12. GENERAL

No benefits are to be conferred on any third party by this agreement.

If part of this agreement is invalid or unenforceable that does not affect validity or enforceability in another jurisdiction does not affect validity or enforceability in another jurisdiction.

Where you leave any of your property with us you do so at your own risk. You must get receipt for it.

No waiver by us of any breach of the contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

We are to own all intellectual property created under this agreement. Where necessary you are to assign or procure the assignment of all such rights (including moral rights) to us.

Unless you object in writing, we may put your name and other details into a computerised directory. This will be only for our use and that of any other company within DS Smith plc group worldwide.

This agreement and its subject matter are confidential and must not be disclosed to any person without our permission.

Provisions relating to warranties, limitation of liability, intellectual property, confidentiality and obligations on termination survive termination or expiration of the agreement.

English law governs the agreement. We both accept the jurisdiction of the English Courts. We may also bring proceedings against you in other jurisdictions.

Invoice To:
HEDWIN CORPORATION
 1600 ROLAND HEIGHTS AVE.,
 BALTIMORE
 MARYLAND 21211
 U.S.A.

D S Smith Plastics

Delivered To:
HEDWIN CORPORATION
 1700 W 41ST STREET
 BALTIMORE
 MARYLAND 21211
 USA

INVOICE

VAT: GB 521 8863 38

Worldwide Dispensers

Product Code	Description of Goods	Quantity	Desp Ref	Qty to Follow	Price Per	Units	Discounts	VAT Code	Nett Value
258446	12SFWR/NW+BIP+38WR+W 12mm SMOOTHFLOW Pe NAT/WHITE+BLUE PLUG	4000.0000			0.4532	EACH		Z	1,812.80

**WORLDWIDE DISPENSERS CERTIFIES THAT THE REFERENCED PRODUCT MEETS THE
 MANUFACTURING SPECIFICATION AS MUTUALLY AGREED UPON BY HEDWIN AND
 WORLDWIDE DISPENSERS. ALL PRODUCT QUALIFICATION DATA IS ON FILE AND
 AVAILABLE FOR REVIEW.**

TARIFF CODE FOR TAPS: 8481.80.5090

4 CARTONS GW 63 KG NW 59 KG VOLUME 0.386 M3

Customer VAT Registration Number - D00090704

These goods are of EU origin, manufactured by us, certified true and correct.
www.worldwide-dispensers.com

Terms of Payment:
 Terms and Conditions of Trade: Please refer to our standard terms and conditions, copy attached.
 Accredited to ISO 9001
 D S SMITH PLASTICS LIMITED (company number 5267740), REGISTERED IN ENGLAND AND WALES WITH ITS REGISTERED OFFICE AT BEECH HOUSE, WHITEBROOK PARK, 68 LOWER COOKHAM ROAD, MAIDENHEAD SL6 6XY.

Invoice To:
HEDWIN CORPORATION
1600 ROLAND HEIGHTS AVE.,
BALTIMORE
MARYLAND 21211
U.S.A.

D S Smith Plastics

Delivered To:
HEDWIN CORPORATION
1700 W 41ST STREET
BALTIMORE
MARYLAND 21211
USA

INVOICE

VAT: GB 521 8863 38

Worldwide Dispensers

Transaction	Customer Order No.	Delivery Detail	Area	Sales Order No.	Despatch Note No.	Despatch Date	Invoice No.			
INVOICE	139973	SDV	309	S36501	98423	24 Oct 2013	98423			
Product Code	Description of Goods	Product Code	Quantity	Desp Ref	Qty to Follow	Price Per	Units	Discounts	VAT Code	Nett Value
+38mm S/RING USA WTE										
+ WASHER										
FOR FOOD USE										
Your Stock Code: COM4434										
Totals for VAT Code Z 0.00%										
Prices and Totals are in US Dollar										
Settlement Discount										
Goods										
Goods Total										
0.00%										
Value										
0.00										
Goods										
Goods Total										
0.00%										
Value										
0.00										
VAT										
VAT Total										
0.00										
Invoice Total										
US\$1,812.80										
Settlement Date										
23 Dec 2013										

Signed on behalf of Worldwide Dispensers Ltd.



These goods are of EU origin manufactured by us, certified true and correct.
www.worldwide-dispensers.com

Terms of Payment:
 Terms and Conditions of Trade: Please refer to our standard terms and conditions, copy attached.
 Accredited to ISO 9001
 REGISTERED OFFICE AT BEECH HOUSE, WHITEBROOK PARK, 68 LOWER COOKHAM ROAD, MAIDENHEAD SL6 8XY
 Page 2 of 2

WORLDWIDE DISPENSERS - STANDARD SALES CONDITIONS

1. INTRODUCTION

"We" are Worldwide Dispensers, a part of DS Smith Plastics Ltd and "you" are anyone to whom we are supplying goods. DS Smith Plastics Ltd is registered in England and Wales with company number 5267740 and our registered office is at 350 Euston Road, London, NW1 3AX.

We have provided an acknowledgement of our agreement to make that supply. That acknowledgement incorporates these supply conditions (except where they are specifically amended in the acknowledgement) and:

- a specification of the goods and any incidental services; if not, our standard specification will apply
- the price agreed
- the delivery or collection details.

That is the whole of our agreement for this supply and supersedes any previous agreement we may have had in relation to it. No variation to the agreement is valid unless it is in writing and is signed by authorised representatives of both of us.

By placing an order with us, you are deemed to accept that these conditions shall apply to and govern any contract between us to the exclusion of all other terms and conditions (including any terms or conditions which you purport to apply under any purchase order, confirmation of order or other correspondence or documentation).

We are responsible for making the supply to you but we may arrange to do so through agents or subcontractors.

You must not assign the benefit of the agreement without our prior written consent, which will not be unreasonably withheld.

2. CANCELLATION AND VARIATION

You may cancel your order at any time before the supply is made. If you do, you are to pay us on demand a reasonable cancellation charge which takes into account all work we have done under the agreement, all costs we have incurred and any costs we are committed to pay, and our loss of profit.

If you ask us to vary your order and agree with us an appropriate variation to the price and to the time scale for delivery, we agree to make the supply in accordance with those variations. We may vary the price by an amount sufficient to cover any significant increase in the cost of materials or other costs we incur to fulfil your order. We may also substitute suitable alternative materials for any referred to in our acknowledgement which are not available or, if no suitable materials are available, advise you of the estimated delay in fulfilling your order. If we are unable to fulfil your order within a reasonable time due to materials being unavailable for reasons beyond our reasonable control, we may cancel the order with no further obligation to you.

3. PRICE

Unless otherwise stated you are to pay, in addition to the agreed price:

- applicable VAT and any other tax imposed on the supply
- the cost of packaging, carriage and insurance
- the cost of any artwork, origination and printing, stereos, the cost of tooling specifically required and die cutting costs

4. PAYMENT

We will invoice you once the goods have been manufactured. You are to pay the invoice within 30 days without set-off or counterclaim. If you have a claim against us, you must notify us of it promptly and make all reasonable efforts to resolve the dispute amicably.

We are not obliged to supply any goods or services to you while any payment is overdue on this or any other agreement we may have with you.

If any payment is late we may charge you interest at the rate of 3% above the base rate from time to time of the NatWest Bank on any overdue payment from the due date for payment until the date payment is made and charge you for all costs we incur in recovering the outstanding payment.

We may set off any sums owed by you to us against any sums owed by us to you.

5. WARRANTY AND DEFECTS

We warrant to you that the goods will be, at the time of delivery and only for the next 6 months, free from any material defect due to faulty materials and workmanship and that any services will be provided with reasonable skill and care so long as:

- you give us full details of any defect immediately it becomes apparent
- the goods have not, in our view, suffered excess wear and tear by improper or careless use or storage, excessive stressing, improper installation, or the like.

All implied warranties or conditions are excluded to the fullest extent permitted by law.

If you endorse on the delivery note that goods are unexamined and within 3 days of delivery you may, after inspecting the goods (and if we are satisfied that their condition has not deteriorated following delivery) at our discretion repair or replace the defective goods, or take them back and refund the price.

You undertake to indemnify and hold us harmless from and against all liabilities, losses, damages, costs, charges, expenses (including without limitation legal fees and expenses on a full indemnity basis), actions, proceedings, claims and demands incurred by or brought against us:

- arising directly or indirectly out of or in connection with any breach of any of your obligations under any contract or any willful default or negligence on your part or on the part of any of your officers, employees or agents in relation to the goods; or
- resulting from our acting reasonably in accordance with your instructions (including, without limitation, any claim from a third party that we have infringed any intellectual property rights in the work carried out).

Our products may not be suitable for use with all liquids, for all filling or dispensing conditions. We cannot and do not therefore warrant that our products will be fit or suitable for the intended application. It is recommended that you satisfy yourself that the liquid to be dispensed is compatible both with the raw materials from which our products are made as well as the products themselves. Prior to introducing the use of our products to a commercial application, you should conduct all appropriate tests to identify and prevent problems resulting from environmental stress cracking, dimensional changes, chemical attack, changed mechanical properties, the effect of temperature and temperature changes and other relevant factors. You should also verify that the fit of the product to its container is satisfactory, that the product is compatible with filling conditions, that the flow rate and flow characteristics of the product meet your requirements and that the product is suitable for the expected distribution and storage conditions. For the avoidance of doubt, we accept no liability whatsoever for any loss or damage, injury or death caused as a result of your failure to observe any of the aforementioned precautions.

6. DELIVERY OR COLLECTION

We are to use reasonable endeavours to have the goods ready when agreed, but this is only an estimate of the delivery or collection date. You can only refuse to accept delivery after that date if:

- after the date of our acknowledgement of your order you have sent us a written notice specifying a deadline date and
- we have specifically accepted that deadline date in writing.

Where we are delivering goods to you, you are responsible for unloading them. Where you fail to take storage or collect goods in accordance with the agreement, you must pay on demand our storage and additional carriage costs.

You have no right to reject goods if they vary from the specification and that variation is not material to their use or functionality or is a variation in quantity which is within 10% of the quantity ordered (but we will in this case adjust the price to take account of the variation).

7. PACKAGING

Pallets, cartons and any other packaging identified in the acknowledgement as belonging to us remain our property and must be returned to us within one month of delivery. If not non-returnable.

We charge you for cases but refund that charge when you return the cases to us in good condition.

8. CUSTOMER APPROVALS

Where we supply proofs, printing details, artwork or other specimens for you to approve as complying with your order you must do so promptly and in writing. We are not responsible for any delay you cause. Our obligation is to supply the goods in the form you approve. We are not responsible for any errors which you do not identify in writing at the time you give your approval.

All prices we give you for printing are made subject to our receiving suitable copy deviations may result in an extra charge being made.

9. PASSING OF RISK AND TITLE

The goods are at your risk when you start loading them onto the collection vehicle, if you are collecting them or when you start unloading them at the delivery address, if we are responsible for delivery or from the agreed time for delivery or collection if you fail to accept delivery of the goods as agreed.

The goods do not belong to you until we have received payment of the price and any additional payments due in full. Until then you hold the goods as our fiduciary agent, must clearly identify the goods (and any new product into which they are incorporated) as our property, and keep them properly stored, loaded and insured and we may enter your premises at any time to repossess the goods if you fail to pay the price and other payments when due.

10. TERMINATION

Either of us may terminate this agreement immediately on written notice if the other is in material or persistent breach of an obligation and cannot put it right or does not do so within 21 days of receiving notice to do so. On termination any then existing claim which either of us has against the other remain in force. We may terminate this agreement immediately on notice if we reasonably believe that you will not be able to pay the price or other payments when due and in that event we may have no further liabilities under the agreement.

11. LIABILITIES

Samples, descriptions, illustrations, forecasts, brochures and other literature we may have supplied show only the general character of the goods and must not be relied on. We do not seek to exclude or restrict our liability for death or personal injury caused by (i) negligence or (ii) fraud. Where we or our employees or agents negligently damage your property when delivering goods, our total liability to you in respect of an event or series of connected events limited to £500,000. In respect of any other claims our liability is limited to the maximum extent permitted by law, to any direct loss or damage up to the amount of the price paid for the goods giving rise to the claim.

We have no liability (directly or indirectly) for loss of business, revenue, opportunity profits, anticipated savings or wasted expenditure, corruption or destruction of computer data or for any indirect or consequential loss whatsoever. Neither of us is liable for any failure to fulfil our obligations to the other where such failure is due to circumstances beyond our reasonable control.

12. GENERAL

No benefits are to be conferred on any third party by this agreement. If part of this agreement is invalid or unenforceable that does not affect validity or enforceability in another. Where you leave any of your property with us you do so at your own risk. You must get receipt for it.

No waiver by us of any breach of the contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision. We are to own all intellectual property created under this agreement. Where necessary you are to assign or procure the assignment of all such rights (including moral rights) to us. Unless you object in writing, we may put your name and other details into a computerised file group worldwide.

This agreement and its subject matter are confidential and must not be disclosed to any person without our permission.

Provisions relating to warranties, limitation of liability, intellectual property, confidentiality and obligations on termination survive termination or expiration of the agreement.

English law governs the agreement. We both accept the jurisdiction of the English Courts. We may also bring proceedings against you in other jurisdictions.

Invoice To:
HEDWIN CORPORATION
 1600 ROLAND HEIGHTS AVE.,
 BALTIMORE
 MARYLAND 21211
 U.S.A.

DSSmithPlastics

Delivered To:

Worldwide Dispensers

Lee Road
 Merton Park Estate
 London SW19 3WD UK
 Tel: +44 (0) 20 8545 7500
 Fax: +44 (0) 20 8545 7502

INVOICE

VAT: GB 521 8863 38

Invoice Date:	Invoice No.:
24 Oct 2013	98422

Transaction	Customer Order No.	Delivery Detail	Area	Sales Order No.	Despatch Note No.	Despatch Date	Account No.
INVOICE	139998	SDV	309	S36517	98422	24 Oct 2013	HED02

TERMS: FOB UK PORT INCOTERMS 2010 APPLY TO THIS TRANSACTION

 WORLDWIDE DISPENSERS CERTIFIES THAT THE REFERENCED PRODUCT MEETS THE
 MANUFACTURING SPECIFICATION AS MUTUALLY AGREED UPON BY HEDWIN AND
 WORLDWIDE DISPENSERS. ALL PRODUCT QUALIFICATION DATA IS ON FILE AND
 AVAILABLE FOR REVIEW.
 TARIFF CODE FOR TAPS: 8481.80.5090

6 CARTONS GW 78 KG NW 72 KG VOLUME 0.579 M3

Customer VAT Registration Number - D00090704

Product Code	Description of Goods	Quantity	Desp Ref	Qty to Follow	Price Per	Units	Discounts	VAT Code	Nett Value
202015	NUT 3/4"BSP BLACK HDPE BLACK	21000.0000			0.1312	EACH		Z	2,755.20

These goods are of EU origin, manufactured by us, certified true and correct.
www.worldwide-dispensers.com

Terms of Payment:
 Terms and Conditions of Trade: Please refer to our standard terms and conditions, copy attached.
 Accredited to ISO 9001
 D S SMITH PLASTICS LIMITED (company number 5267740), REGISTERED IN ENGLAND AND WALES WITH ITS REGISTERED OFFICE AT BEECH HOUSE, WHITEBROOK PARK, 68 LOWER COOKHAM ROAD, MAIDENHEAD SL6 8XY.
 Page 1 of 2

Invoice To:
HEDWIN CORPORATION
1600 ROLAND HEIGHTS AVE.,
BALTIMORE
MARYLAND 21211
U.S.A.

Delivered To:

D S Smith Plastics

Worldwide Dispensers

INVOICE
VAT: GB 521 8863 38

Lee Road
Merton Park Estate
London SW19 3WD UK
Tel: +44 (0) 20 8545 7500
Fax: +44 (0) 20 8545 7502

		Invoice Date:		Invoice No.	
Transaction	Customer Order No.	Area	Sales Order No.	Despatch Note No.	Despatch Date
INVOICE	139998	SDV	S36517	98422	24 Oct 2013
Product Code	Description of Goods	Quantity	Desp Ref	Qty to Follow	Price Per
				Units	Discounts VAT Code
					VAT
				0.00	0.00
					Nett Value

FOR FOOD USE
Your Stock Code: COM4422

Totals for VAT Code Z 0.00%
Prices and Totals are in US Dollar
Settlement Discount

Goods	2,755.20	VAT	0.00
Goods Total	2,755.20	VAT Total	0.00
0.00%	Value	0.00	Invoice Total
Settlement Date	23 Dec 2013 <td>US\$2,755.20</td> <td></td>	US\$2,755.20	

Signed on behalf of Worldwide Dispensers Ltd.



These goods are of EU origin, manufactured by us, certified true and correct.
www.worldwide-dispensers.com

Terms of Payment:
Terms and Conditions of Trade: Please refer to our standard terms and conditions, copy attached.
Accredited to ISO 9001
REGISTERED OFFICE AT BEECH HOUSE, WHITEBROOK PARK, 68 LOWER COOKHAM ROAD, MAIDENHEAD SL6 8XY.
Page 2 of 2

WORLDWIDE DISPENSERS - STANDARD SALES CONDITIONS

1. INTRODUCTION

"We" are Worldwide Dispensers, a part of DS Smith Plastics Ltd and "you" are anyone to whom we are supplying goods. DS Smith Plastics Ltd is registered in England and Wales with company number 5267740 and our registered office is at 350 Euston Road, London, NW1 3AX.

We have provided an acknowledgement of our agreement to make that supply. That acknowledgement incorporates these supply conditions (except where they are specifically amended in the acknowledgement) and:

- a specification of the goods and any incidental services: if not, our standard specification will apply
- the price agreed
- the delivery or collection details.

That is the whole of our agreement for this supply and supersedes any previous agreement we may have had in relation to it. No variation to the agreement is valid unless it is in writing and is signed by authorised representatives of both of us.

By placing an order with us, you are deemed to accept that these conditions shall apply to and govern any contract between us to the exclusion of all other terms and conditions (including any terms or conditions which you purport to apply under any purchase order, confirmation of order or other correspondence or documentation).

We are responsible for making the supply to you but we may arrange to do so through agents or subcontractors.

You must not assign the benefit of the agreement without our prior written consent, which will not be unreasonably withheld.

2. CANCELLATION AND VARIATION

You may cancel your order at any time before the supply is made. If you do, you are to pay us on demand a reasonable cancellation charge which takes into account all work we have done under the agreement, all costs we have incurred and any costs we are committed to pay, and our loss of profit.

If you ask us to vary your order and agree with us an appropriate variation to the price and to the time scale for delivery, we agree to make the supply in accordance with those variations. We may vary the price by an amount sufficient to cover any significant increase in the cost of materials or other costs we incur to fulfil your order. We may also substitute suitable alternative materials for any referred to in our acknowledgement which are not available or, if no suitable materials are available, advise you of the estimated delay in fulfilling your order. If we are unable to fulfil your order within a reasonable time due to materials being unavailable for reasons beyond our reasonable control, we may cancel the order with no further obligation to you.

3. PRICE

Unless otherwise stated you are to pay, in addition to the agreed price:

- applicable VAT and any other tax imposed on the supply
- the cost of packaging, carriage and insurance
- the cost of any artwork, orientation and printing, stereos, the cost of tooling specifically required and die cutting costs

4. PAYMENT

We will invoice you once the goods have been manufactured. You are to pay the invoice within 30 days without set-off or counterclaim. If you have a claim against us, you must notify us of it promptly and make all reasonable efforts to resolve the dispute amicably.

We are not obliged to supply any goods or services to you while any payment is overdue on this or any other agreement we may have with you.

If any payment is late we may charge you interest at the rate of 3% above the base rate from time to time of the NatWest Bank on any overdue payment from the due date for payment until the date payment is made and charge you for all costs we incur in recovering the outstanding payment.

We may set off any sums owed by you to us against any sums owed by us to you.

6. DELIVERY OR COLLECTION

We are to use reasonable endeavours to have the goods ready when agreed, but this is only an estimate of the delivery or collection date. You can only refuse to accept delivery after that date if:

- after the date of our acknowledgement of your order you have sent us a written notice specifying a deadline date and
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You have no right to reject goods if they vary from the specification and that variation is not material to their use or functionality or is a variation in quantity which is within 10% of the quantity ordered (but we will in this case adjust the price to take account of the variation).

7. PACKAGING

We decide the appropriate method of packaging. Packages and wrappers are free and non-returnable.

We charge you for cases but refund that charge when you return the cases to us in good condition.

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All prices we give you for printing are made subject to our receiving suitable copy material, and are on the basis that we can use our standard range of ink colours. Any deviations may result in an extra charge being made.

5. WARRANTY AND DEFECTS

We warrant to you that the goods will be, at the time of delivery and only for the next 6 months, free from any material defect due to faulty materials and workmanship and that any services will be provided with reasonable skill and care so long as:

- you give us full details of any defect immediately it becomes apparent;
- the goods have not, in our view, suffered excess wear and tear by improper or careless use or storage, excessive stressing, improper installation, or the like.

All implied warranties or conditions are excluded to the fullest extent permitted by law.

If you endorse on the delivery note that goods are unexamined and within 3 days of delivery notify us in writing of any defects we may, after inspecting the goods (and if we are satisfied that their condition has not deteriorated following delivery) at our discretion repair or replace the defective goods, or take them back and refund the price.

You undertake to indemnify and hold us harmless from and against all liabilities, losses, damages, costs, charges, expenses (including, without limitation legal fees and expenses on a full indemnity basis), actions, proceedings, claims and demands incurred by or brought against us:

- arising directly or indirectly out of or in connection with any breach of any of your obligations under any contract or any wilful default or negligence on your part or on the part of any of your officers, employees or agents in relation to the goods; or
- resulting from our acting reasonably in accordance with your instructions (including, without limitation, any claim from a third party that we have infringed any intellectual property rights in the work carried out).

Our products may not be suitable for use with all liquids, for all filling or dispensing conditions. We cannot and do not therefore warrant that our products will be fit or suitable for the intended application. It is recommended that you satisfy yourself that the liquid to be dispensed is compatible both with the raw materials from which our products are made as well as the products themselves. Prior to introducing the use of our products to a commercial application, you should conduct all appropriate tests to identify and prevent problems resulting from environmental stress cracking, dimensional changes, chemical attack, changed mechanical properties, the effect of temperature and temperature changes and other relevant factors. You should also verify that the fit of the product to its container is satisfactory, that the product is compatible with filling conditions, that the flow rate and flow characteristics of the product meet your requirements and that the product is suitable for the expected distribution and storage conditions. For the avoidance of doubt, we accept no liability whatsoever for any loss or damage, injury or death caused as a result of your failure to observe any of the aforementioned precautions.

9. PASSING OF RISK AND TITLE

The goods are at your risk when you start loading them onto the collection vehicle, if you are collecting them or when you start unloading them at the delivery address, if we are responsible for delivery or delivery or collection if you fail to accept delivery or collect the goods as agreed.

The goods do not belong to you until we have received payment of the price and all additional payments due in full. Until then

- you hold the goods as our fiduciary agent, must clearly identify the goods (and any new product into which they are incorporated) as our property, and keep them properly stored and insured and
- we may enter your premises at any time to repossess the goods if you fail to pay the price and other payments when due.

10. TERMINATION

Either of us may terminate this agreement immediately on written notice if the other is in material or persistent breach of an obligation and cannot put it right or does not put it right within 21 days of receiving notice to do so. On termination any then existing clause may remain in force.

11. LIABILITIES

Samples, descriptions, forecasts, brochures and other literature we may have supplied show only the general character of the goods and must not be relied on. We do not seek to exclude or restrict our liability for death or personal injury caused by (i) negligence or (ii) fraud.

12. GENERAL

No benefits are to be conferred on any third party by this agreement. Neither of us is liable for any failure to fulfil our obligations to the other where such failure is due to circumstances beyond our reasonable control.

No waiver by us of any breach of the contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

If part of this agreement is invalid or unenforceable that does not affect validity or enforceability in another jurisdiction does not affect validity or enforceability in another jurisdiction.

Where you leave any of your property with us you do so at your own risk. You must get receipt for it.

No waiver by us of any breach of the contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

We are to own all intellectual property created under this agreement. Where necessary you are to assign or procure the assignment of all such rights (including moral rights) to us.

Unless you object in writing, we may put your name and other details into a computerised file group worldwide.

This agreement and its subject matter are confidential and must not be disclosed to any person without our permission.

Provisions relating to warranties, limitation of liability, intellectual property, confidentiality and obligations on termination survive termination or expiration of the agreement.

English law governs the agreement. We both accept the jurisdiction of the English Courts. We may also bring proceedings against you in other jurisdictions.

Case 14-cv-00881-WMN

Document 1-1

Filed 03/20/14 Page 22 of 29

Invoice To:
HEDWIN CORPORATION
 1600 ROLAND HEIGHTS AVE.,
 BALTIMORE
 MARYLAND 21211
 U.S.A.

D S Smith Plastics

Delivered To:
HEDWIN CORPORATION
 1700 W 41ST STREET
 BALTIMORE
 MARYLAND 21211
 USA

INVOICE

VAT: GB 521 8863 38

Worldwide Dispensers

Transaction	Customer Order No.	Delivery Detail	Area	Sales Order No.	Despatch Note No.	Despatch Date	Account No.
INVOICE	137841	SDV BERNARD	309	S35176	98421	24 Oct 2013	HED02

TERMS: FOB UK PORT
INCOTERMS 2000 APPLY TO THIS TRANSACTION

 WORLDWIDE DISPENSERS CERTIFIES THAT THE REFERENCED PRODUCT MEETS THE
 MANUFACTURING SPECIFICATION AS MUTUALLY AGREED UPON BY HEDWIN AND
 WORLDWIDE DISPENSERS. ALL PRODUCT QUALIFICATION DATA IS ON FILE AND
 AVAILABLE FOR REVIEW.

TARIFF CODE FOR TAPS: 8481.80.5090

150 CTNS GW 1687.50 KG NW 1537.50 KG VOLUME 14.496 M3
Customer VAT Registration Number - D00090704
Product Code Description of Goods
253406 8C/US/STD+38WSR/US SEALED IN BAG

Product Code	Description of Goods	Quantity	Desp Ref	Qty to Follow	Price Per	Units	Discounts	VAT Code	Net Value
253406	8C/US/STD+38WSR/US SEALED IN BAG	0.2948	EACH	Z	35,376.00				

These goods are of EU origin, manufactured by us, certified true and correct.
www.worldwide-dispensers.com

Terms of Payment:
 Terms and Conditions of Trade: Please refer to our standard terms and conditions, copy attached.
 Accredited to ISO 9001

D S SMITH PLASTICS LIMITED (company number 5267740), REGISTERED IN ENGLAND AND WALES WITH ITS REGISTERED OFFICE AT BEECH HOUSE, WHITEBROOK PARK, 68 LOWER COOKHAM ROAD, MAIDENHEAD SL6 8XY.
 Page 1 of 3

Invoice To:
HEDWIN CORPORATION
1600 ROLAND HEIGHTS AVE.,
BALTIMORE
MARYLAND 21211
U.S.A.

D S Smith Plastics

Delivered To:
HEDWIN CORPORATION
1700 W 41ST STREET
BALTIMORE
MARYLAND 21211
USA

INVOICE

VAT: GB 521 8863 38

Worldwide Dispensers

Transaction	Customer Order No.	Delivery Detail	Area	Sales Order No.	Despatch Note No.	Despatch Date	Invoice No.	Account No.
INVOICE	137841	SDV BERNARD	309	\$35176	98421	24 Oct 2013	98421	HED02
Product Code	Description of Goods				Desp Ref	Qty to Follow		
	NATURAL + STANDARD							
	SPIGOT + 38mmS/R USA							
	PACKED AND SEALED IN INDIVIDUAL BAGS							
	FOR FOOD USE							
	Your Stock Code: COM8801							

These goods are of EU origin, manufactured by us, certified true and correct.
www.worldwide-dispensers.com

Terms of Payment:
Terms and Conditions of Trade: Please refer to our standard terms and conditions, copy attached.
Accredited to ISO 9001
D S SMITH PLASTICS LIMITED (company number 5267740), REGISTERED IN ENGLAND AND WALES WITH ITS REGISTERED OFFICE AT BEECH HOUSE, WHITEBROOK PARK, 68 LOWER COOKHAM ROAD, MAIDENHEAD SL6 8XY.
Page 2 of 3

Invoice To:
HEDWIN CORPORATION
11600 ROLAND HEIGHTS AVE.,
BALTIMORE
MARYLAND 21211
U.S.A.

1600 ROLAND HEIGHTS AVE.,
BALTIMORE
MARYLAND 21211

Delivered To:
HEDWIN CORPORATION
11700 W 41ST STREET
BALTIMORE
MARYLAND 21211
USA

INVOICE
GB 521 8863 38

VAT: GB 521 8863 38

Signed on behalf of Worldwide Dispensers Ltd.

Sample 5

These goods are of EU origin, manufactured by us, certified true and correct.
www.worldwide-dispensers.com

Terms of Payment: Terms and Conditions of Trade: Please refer to our standard terms and conditions, copy attached.
Accredited to ISO 9001
REGISTERED OFFICE AT BEECH HOUSE, WHITEBROOK PARK, 68 LOWER COOKHAM ROAD, MAIDENHEAD SL6 8XY.
01252 822222

WORLDWIDE DISPENSERS - STANDARD SALES CONDITIONS

1. INTRODUCTION

"We" are Worldwide Dispensers, a part of DS Smith Plastics Ltd and "you" are anyone to whom we are supplying goods. DS Smith Plastics Ltd is registered in England and Wales with company number 5267740 and our registered office is at 350 Euston Read, London, NW1 3AX.

We have provided an acknowledgement of our agreement to make that supply. That acknowledgement incorporates these supply conditions (except where they are specifically amended in the acknowledgement and

- a specification of the goods and any incidental services: if not, our standard specification will apply
- the price agreed
- the delivery or collection details.

That is the whole of our agreement for this supply and supersedes any previous agreement we may have had in relation to it. No variation to the agreement is valid unless it is in writing and is signed by authorised representatives of both of us.

By placing an order with us, you are deemed to accept that these conditions shall apply to and govern any contract between us to the exclusion of all other terms and conditions (including any terms or conditions which you purport to apply under any purchase order, confirmation of order or other correspondence or documentation).

We are responsible for making the supply to you but we may arrange to do so through agents or subcontractors.

You must not assign the benefit of the agreement without our prior written consent, which will not be unreasonably withheld.

2. CANCELLATION AND VARIATION

You may cancel your order at any time before the supply is made. If you do, you are to pay us demand a reasonable cancellation charge which takes into account all work we have done under the agreement, all costs we have incurred and any costs we are committed to pay, and our loss of profit.

If you ask us to vary your order and agree with us an appropriate variation charge which takes into account all work we have done under the agreement, all costs we have incurred and any costs we are committed to pay, and our loss of profit.

If you ask us to vary your order and agree with us to make the supply in accordance with those variations, we agree to make the supply in accordance with the price and to the time scale for delivery, we agree to make the supply in accordance with those variations. We may vary the price by an amount sufficient to cover any significant increase in the cost of materials or other costs we incur to fulfil your order. We may also substitute suitable alternative materials for any referred to in our acknowledgement which are not available or, if no suitable materials are available, advise you of the estimated delay in fulfilling your order. If we are unable to fulfil your order within a reasonable time due to materials being unavailable for reasons beyond our reasonable control, we may cancel the order with no further obligation to you.

3. PRICE

Unless otherwise stated you are to pay, in addition to the agreed price:

- applicable VAT and any other tax imposed on the supply
- the cost of packaging, carriage and insurance
- the cost of any artwork, origination and printing, stereos, the cost of tooling specifically required and the cutting costs

4. PAYMENT

We will invoice you once the goods have been manufactured. You are to pay the invoice within 30 days without set-off or counterclaim. If you have a claim against us, you must notify us of it promptly and make all reasonable efforts to resolve the dispute amicably.

We are not obliged to supply any goods or services to you while any payment is overdue on this or any other agreement we may have with you.

If any payment is late we may charge you interest at the rate of 3% above the base rate from time to time of the NatWest Bank on any overdue payment from the due date for payment until the date payment is made and charge you for all costs we incur in recovering the outstanding payment.

We may set off any sums owed by you to us against any sums owed by us to you.

5. WARRANTY AND DEFECTS

We warrant to you that the goods will be, at the time of delivery and only for the next 6 months, free from any material defect due to faulty materials and workmanship and that any services will be provided with reasonable skill and care so long as:

- you give us full details of any defect immediately it becomes apparent
- the goods have not, in our view, suffered excess wear and tear by improper or careless use or storage, excessive stressing, improper installation, or the like.

All implied warranties or conditions are excluded to the fullest extent permitted by law.

If you endorse on the delivery note that goods are unexamined and within 3 days of delivery notify us in writing of any defects we may, after inspecting the goods (and if we are satisfied that their condition has not deteriorated following delivery) at our discretion repair or replace the defective goods, or take them back and refund the price.

You undertake to indemnify and hold us harmless from and against all liabilities, losses, damages, costs, charges, expenses (including without limitation legal fees and expenses on a full indemnity basis), actions, proceedings, claims and demands incurred by or brought against us:

- arising directly or indirectly out of or in connection with any breach of any of your obligations under any contract or any willful default or negligence on your part or on the part of any of your officers, employees or agents in relation to the goods; or
- resulting from our acting reasonably in accordance with your instructions (including, without limitation, any claim from a third party that we have infringed any intellectual property rights in the work carried out).

Our products may not be suitable for use with all liquids, for all filling or dispensing conditions. We cannot and do not therefore warrant that our products will be fit or suitable for the intended application. It is recommended that you satisfy yourself that the liquid to be dispensed is compatible both with the raw materials from which our products are made as well as the products themselves. Prior to introducing the use of our products to a commercial application, you should conduct all appropriate tests to identify and prevent problems resulting from environmental stress cracking, dimensional changes, chemical attack, changed mechanical properties, the effect of temperature and temperature changes and other relevant factors. You should also verify that the fit of the product to its container is satisfactory, that the product is compatible with filling conditions, that the flow rate and flow characteristics of the product meet your requirements and that the product is suitable for the expected distribution and storage conditions. For the avoidance of doubt, we accept no liability whatsoever for any loss or damage, injury or death caused as a result of your failure to observe any of the aforementioned precautions.

6. DELIVERY OR COLLECTION

We are to use reasonable endeavours to have the goods ready when agreed, but this is only an estimate of the delivery or collection date. You can only refuse to accept delivery after that date if:

- after the date of our acknowledgement of your order you have sent us a written notice specifying a deadline date and
- we have specifically accepted that deadline date in writing.

Where we are delivering goods to you, you are responsible for unloading them. Where you fail to take delivery or collect goods in accordance with the agreement, you must pay on demand our storage and additional carriage costs.

- You have no right to reject goods if they vary from the specification and that variation is not material to their use or functionality or is a variation in quantity which is within 10% of the quantity ordered (but we will in this case adjust the price to take account of the variation).

7. PACKAGING

We decide the appropriate method of packaging. Packages and wrappers are free and non-returnable.

We charge you for cases but refund that charge when you return the cases to us in good condition.

Pallets, carboys and any other packaging identified in the acknowledgement as belonging to us remain our property and must be returned to us within one month of delivery. If not we will invoice you for their replacement cost.

8. CUSTOMER APPROVALS

Where we supply proofs, printing details, artwork or other specimens for you to approve as complying with your order you must do so promptly and in writing. We are not responsible for any delay you cause. Our obligation is to supply the goods in the form you approve. We are not responsible for any errors which you do not identify in writing

at the time you give your approval.

All prices we give you for printing are made subject to our receiving suitable copy matter, and are on the basis that we can use our standard range of ink colours. Any deviations may result in an extra charge being made.

9. PASSING OF RISK AND TITLE

- The goods are at your risk when you start loading them onto the collection vehicle, if you are collecting them or
- when you start unloading them at the delivery address, if we are responsible for delivery or from the agreed time for delivery or collection if you fail to accept delivery or collect the goods as agreed.

The goods do not belong to you until we have received payment of the price and additional payments due in full. Until then

- you hold the goods as our fiduciary agent, must clearly identify the goods (and any new product into which they are incorporated) as our property, and keep them properly stored and insured and
- we may enter your premises at any time to repossess the goods if you fail to pay price and other payments when due or reasonably believe that you will not be able to pay the price and other payments when due.

10. TERMINATION

Either of us may terminate this agreement immediately on written notice if the other is material or persistent breach of an obligation and cannot put it right or does not put it right within 21 days of receiving a notice to do so. On termination any then existing claim against the other remain in force.

11. LIABILITIES

Samples, descriptions, forecasts, brochures and other literature we may have supplied show only the general character of the goods and must not be relied on. We do not seek to exclude or restrict our liability for death or personal injury caused by (i) negligence or (ii) fraud.

Where we or our employees or agents negligently damage your property when delivering goods, our total liability to you in respect of an event or series of connected events limited to £500,000.

In respect of any other claims our liability is limited to the maximum extent permitted by law, to any direct loss or damage up to the amount of the price paid for the goods giving rise to the claim.

We have no liability (directly or indirectly) for loss of business, revenue, opportunity profits, anticipated savings or wasted expenditure, corruption or destruction of computer data or for any indirect or consequential loss whatsoever.

Neither of us is liable for any failure to fulfil our obligations to the other where such failure is due to circumstances beyond our reasonable control.

12. GENERAL

No benefits are to be conferred on any third party by this agreement.

If part of this agreement is invalid or unenforceable that does not affect validity or enforceability in one jurisdiction does not affect validity or enforceability in another. Where you leave any of your property with us you do so at your own risk. You must get receipt for it.

No waiver by us of any breach of the contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

We are to own all intellectual property created under this agreement. Where necessary you are to assign or procure the assignment of all such rights (including moral rights).

Unless you object in writing, we may put your name and other details into a computerised directory. This will be only for our use and that of any other company within DS Smith plc group worldwide.

This agreement and its subject matter are confidential and must not be disclosed to any person without our permission.

Provisions relating to warranties, limitation of liability, intellectual property, confidentiality and obligations on termination survive termination or expiration of the agreement.

English law governs the agreement. We both accept the jurisdiction of the English Courts. We may also bring proceedings against you in other jurisdictions.

Invoice To:
HEDWIN CORPORATION
 1600 ROLAND HEIGHTS AVE.,
 BALTIMORE
 MARYLAND 21211
 U.S.A.

Delivered To:
HEDWIN CORPORATION
 1700 W 41ST STREET
 BALTIMORE
 MARYLAND 21211
 USA

Worldwide Dispensers™



INVOICE
 VAT: GB 521 8863 38
 EORI: GB 565708219000

TERMS: FOB UK PORT
INCOTERMS 2000 APPLY TO THIS TRANSACTION

Lee Road
 Merton Park Estate
 London SW19 3WD UK
 Tel: +44 (0) 20 8545 7500
 Fax: +44 (0) 20 8545 7502

Transaction	Customer Order No.	Delivery Detail	Area	Sales Order No.	Despatch Note No.	Despatch Date	Invoice No.
INVOICE	137842	SDV	309	S35177	98420	24 Oct 2013	98420

TERMS: FOB UK PORT

INCOTERMS 2000 APPLY TO THIS TRANSACTION

**WORLDWIDE DISPENSERS CERTIFIES THAT THE REFERENCED PRODUCT MEETS THE
 MANUFACTURING SPECIFICATION AS MUTUALLY AGREED UPON BY HEDWIN AND
 WORLDWIDE DISPENSERS. ALL PRODUCT QUALIFICATION DATA IS ON FILE AND
 AVAILABLE FOR REVIEW.**

TARIFF CODE FOR TAPS: 8481.80.5090

Product Code	Description of Goods	Quantity	Desp Ref	Qty to Follow	Price Per	Units	Discounts	VAT Code	Nett Value
253404	8C/US/STD+38WSR/US 8mm CUBITAINER USA NATURAL + STANDARD	26400.0000			0.2540	EACH	Z		6,705.60

These goods are of EU origin, manufactured by us, certified true and correct.
www.worldwide-dispensers.com

Terms of Payment:
 Terms and Conditions of Trade: Please refer to our standard terms and conditions, copy attached.
 Accredited to ISO 9001
 DS Smith Plastics Limited Registered in England and Wales No: 5267740 Registered Office: 350 Euston Road, London, NW1 3AX
 (Serial No. invoice/6)
 Page 1 of 2

Invoice To:
HEDWIN CORPORATION
1600 ROLAND HEIGHTS AVE.,
BALTIMORE
MARYLAND 21211

U.S.A.

Delivered To:
HEDWIN CORPORATION
1700 W 41ST STREET
BALTIMORE
MARYLAND 21211

Ds Smith

**Worldwide
Dispensers™**

INVOICE

VAT: GB 521 8863 38
EORI: GB 565570821900

INVOICE

VAT: GB 521 8863 38
EORI: GB 5665708219000

These goods are of EU origin, manufactured by us, certified true and correct.
www.worldwide-dispensers.com

These goods are of EU origin, manufactured by us, certified true and correct.
www.worldwide-dispensers.com

DS Smith Plastics Limited Registered in England and Wales No: 5267740 Registered Office:
2nd correct.
Terms of Payment:
Terms and Conditions
Accredited to ISO 9001
Doc 2 of 2

WORLDWIDE DISPENSERS - STANDARD SALES CONDITIONS

1. INTRODUCTION

"We" are Worldwide Dispensers, a part of DS Smith Plastics Ltd and "you" are anyone to whom we are supplying goods. DS Smith Plastics Ltd is registered in England and Wales with company number 52067740 and our registered office is at 350 Euston Road, London, NW1 3AX.

We have provided an acknowledgement of our agreement to make that supply. That acknowledgement incorporates these supply conditions (except where they are specifically amended in the acknowledgement) and:

- a specification of the goods and any incidental services; if not, our standard specification will apply
- the price agreed
- the delivery or collection details.

That is the whole of our agreement for this supply and supersedes any previous agreement we may have had in relation to it. No variation to the agreement is valid unless it is in writing and is signed by authorised representatives of both of us.

By placing an order with us, you are deemed to accept that these conditions shall apply to and govern any contract between us to the exclusion of all other terms and conditions (including any terms or conditions which you purport to apply under any purchase order, confirmation of order or other correspondence or documentation).

We are responsible for making the supply to you but we may arrange to do so through agents or subcontractors.

You must not assign the benefit of the agreement without our prior written consent, which will not be unreasonably withheld.

2. CANCELLATION AND VARIATION

You may cancel your order at any time before the supply is made. If you do, you are to pay us on demand a reasonable cancellation charge which takes into account all work we have done under the agreement, all costs we have incurred and any costs we are committed to pay, and our loss of profit.

If you ask us to vary your order and agree with us an appropriate variation to the price and to the time scale for delivery, we agree to make the supply in accordance with those variations. We may vary the price by an amount sufficient to cover any significant increase in the cost of materials or other costs we incur to fulfil your order. We may also substitute suitable alternative materials for any referred to in our acknowledgement which are not available or, if no suitable materials are available, advise you of the estimated delay in fulfilling your order. If we are unable to fulfil your order within a reasonable time due to materials being unavailable for reasons beyond our reasonable control, we may cancel the order with no further obligation to you.

3. PRICE

Unless otherwise stated you are to pay, in addition to the agreed price:

- applicable VAT and any other tax imposed on the supply
- the cost of packaging, carriage and insurance
- the cost of any artwork, origination and printing stereos, the cost of tooling specifically required and die cutting costs

4. PAYMENT

We will invoice you once the goods have been manufactured. You are to pay the invoice within 30 days without set-off or counterclaim. If you have a claim against us, you must notify us of it promptly and make all reasonable efforts to resolve the dispute amicably.

We are not obliged to supply any goods or services to you while any payment is overdue on this or any other agreement we may have with you.

If any payment is late we may charge you interest at the rate of 3% above the base rate from time to time of the NatWest Bank on any overdue payment from the due date for payment until the date payment is made and charge you for all costs we incur in recovering the outstanding payment.

We may set off any sums owed by you to us against any sums owed by us to you.

5. WARRANTY AND DEFECTS

We warrant to you that the goods will be, at the time of delivery and only for the next 6 months, free from any material defect due to faulty materials and workmanship and that any services will be provided with reasonable skill and care so long as:

- the goods are full and details of any defect immediately it becomes apparent
- the goods have not, in our view, suffered excess wear and tear by improper or careless use or storage, excessive stressing, improper installation, or the like.

All implied warranties or conditions are excluded to the fullest extent permitted by law.

If you endorse on the delivery note that goods are unexamined and within 3 days of delivery notify us in writing of any defects we may, after inspecting the goods (and if we are satisfied that their condition has not deteriorated following delivery) at our discretion to repair or replace the defective goods, or take them back and refund the price.

You undertake to indemnify and hold us harmless from and against all liabilities, losses, damages, costs, charges, expenses (including without limitation legal fees and expenses on a full indemnity basis), actions, proceedings, claims and demands incurred by or brought against us:

- arising directly or indirectly out of or in connection with any breach of any of your obligations under any contract or any willful default or negligence on your part or on the part of any of your officers, employees or agents in relation to the goods; or resulting from our acting reasonably in accordance with your instructions (including, without limitation, any claim from a third party that we have infringed any intellectual property rights in the work carried out).

Our products may not be suitable for use with all liquids, for all filling or dispensing conditions. We cannot and do not therefore warrant that our products will be fit or suitable for the intended application. It is recommended that you satisfy yourself that the liquid to be dispensed is compatible both with the raw materials from which our products are made as well as the products themselves. Prior to introducing the use of our products to a commercial application, you should conduct all appropriate tests to identify and prevent problems resulting from environmental stress cracking, dimensional changes, chemical attack, changed mechanical properties, the effect of temperature and temperature changes and other relevant factors. You should also verify that the fit of the product to its container is satisfactory, that the product is compatible with filling conditions, that the flow rate and flow characteristics of the product meet your requirements and that the product is suitable for the expected distribution and storage conditions. For the avoidance of doubt, we accept no liability whatsoever for any loss or damage, injury or death caused as a result of your failure to observe any of the aforementioned precautions.

6. DELIVERY OR COLLECTION

We are to use reasonable endeavours to have the goods ready when agreed, but this is only an estimate of the delivery or collection date. You can only refuse to accept delivery after that date if:

- after the date of our acknowledgement of your order you have sent us a written notice specifying a deadline date and
- we have specifically accepted that deadline date in writing.

Where we are delivering goods to you, you are responsible for unloading them. Where you fail to take delivery or collect goods in accordance with the agreement, you must pay on demand our storage and additional carriage costs.

You have no right to reject goods if they vary from the specification and that variation is not material to their use or functionality or is a variation in quantity which is within 10% of the quantity ordered (but we will in this case adjust the price to take account of the variation).

7. PACKAGING

We decide the appropriate method of packaging. Packages and wrappers are free and non-returnable.

We charge you for cases but refund that charge when you return the cases to us in good condition.

Pallets, carboys and any other packaging identified in the acknowledgement as belonging to us remain our property and must be returned to us within one month of delivery. If not we will invoice you for their replacement cost.

8. CUSTOMER APPROVALS

Where we supply proofs, printing details, artwork or other specimens for you to approve as complying with your order you must do so promptly and in writing. We are not responsible for any delay you cause. Our obligation is to supply the goods in the form you approve. We are not responsible for any errors which you do not identify in writing at the time you give your approval.

All prices we give you for printing are made subject to our receiving suitable copy matter, and are on the basis that we can use our standard range of ink colours. Any deviation may result in an extra charge being made.

9. PASSING OF RISK AND TITLE

The goods are at your risk when you start loading them onto the collection vehicle, if you are collecting them or when you start unloading them at the delivery address, if we are responsible for delivery or collection if you fail to accept delivery to us from the agreed time for delivery or collection.

The goods do not belong to you until we have received payment of the price and all additional payments due in full. Until then:

- you hold the goods as our fiduciary agent, just clearly identify the goods (and if we new product into which they are incorporated) as our property, and keep them properly stored and insured and
- we may enter your premises at any time to repossess the goods if you fail to pay the price and other payments when due or we reasonably believe that you will not be able to pay the price and other payments when due.

10. TERMINATION

Either of us may terminate this agreement immediately on written notice if the other material or persistent breach of an obligation and cannot put it right or does not rectify within 21 days of receiving notice to do so. On termination any then existing clause which either of us has against the other remain in force.

11. LIABILITIES

Samples, descriptions, illustrations, forecasts, brochures and other literature we may supply show only the general character of the goods and must not be relied on. We do not seek to exclude or restrict our liability for death or personal injury caused by our (i) negligence or (ii) fraud.

Where we or our employees or agents negligently damage your property when delivering goods, our total liability to you in respect of an event or series of connected events is limited to £500,000. In respect of any other claims our liability is limited to the maximum extent permitted by law, to any direct loss or damage up to the amount of the price paid for the goods giving rise to the claim.

We have no liability (directly or indirectly) for loss of business, revenue, opportunity profits, anticipated savings or wasted expenditure, corruption or destruction of computer data or for any indirect or consequential loss whatsoever.

Neither of us is liable for any failure to fulfil our obligations to the other where such failure is due to circumstances beyond our reasonable control.

12. GENERAL

No benefits are to be conferred on any third party by this agreement. If part of this agreement is invalid or unenforceable that does not affect validity or enforceability in one jurisdiction does not affect validity or enforceability in another.

Where you leave any of your property with us you do so at your own risk. You must give receipt for it. Unless you object in writing, we may put your name and other details into a computer database. This will be only for our use and that of any other company within DS Smith plc group worldwide.

This agreement and its subject matter are confidential and must not be disclosed to any person without our permission. We are to own all intellectual property created under this agreement. Where necessary, you are to assign or procure the assignment of all such rights (including moral rights) to us.

English law governs the agreement. We both accept the jurisdiction of the English Courts. We may also bring proceedings against you in other jurisdictions.